



UPDATED A G E N D A
OCONEE COUNTY COUNCIL MEETING
November 16, 2021 6:00 PM
Council Chambers, Oconee County Administrative Offices
415 South Pine Street, Walhalla, SC

Call to Order

Moment of Silence

Invocation by County Council Chaplin

Pledge of Allegiance to the Flag of the United States of America

Approval of Minutes

- October 19, 2021 Regular Minutes
- November 5, 2021 Special Meeting Minutes

County Attorney Comments

County Administrator Comments

Proclamations

PROCLAMATION 2021-16 A PROCLAMATION DECLARING NOVEMBER 1, 2021,
POWER PLANT WORKER APPRECIATION DAY.

Public Comment Session

[Limited to a total of forty (40) minutes, four (4) minutes per person]

If you are not able to attend in person and you have a comment, you may submit it by emailing jennifercadams@oconeesc.com or calling 864-718-1023, so that your comment may be read it into the record.

Council Member Comments

Public Hearing regarding the Following Ordinances

If you would like to be heard during either of the public hearings, please contact Clerk to Council Jennifer C. Adams at jennifercadams@oconeesc.com or 864-718-1023 so that your participation by may be coordinated.

COUNCIL MEMBERS

John Elliott, Chair, District I Paul Cain, Vice-Chair, District III
Julian Davis, III, Chair Pro Tem, District IV Matthew Durham, District II
Glenn Hart, District V

Ordinance 2021-22 AN ORDINANCE AUTHORIZING (A) THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA (“COUNTY”), AND OCONEE HOUSING SOLUTIONS, LLC WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE CREDITS; (B) THE COUNTY TO TRANSFER REAL PROPERTY OWNED BY THE COUNTY TO OCONEE HOUSING SOLUTIONS, LLC; (C) THE COUNTY TO CREATE A MULTI-COUNTY INDUSTRIAL/BUSINESS PARK WITH PICKENS COUNTY, SOUTH CAROLINA, AND DESIGNATE THE PROPERTY TO BE OWNED BY OCONEE HOUSING SOLUTIONS, LLC AS MULTI-COUNTY PARK PROPERTY; AND (D) OTHER MATTERS RELATED THERETO.

Third Reading of the Following Ordinances

Ordinance 2021-22 [*see caption above*]

Second Reading of the Following Ordinances

[None scheduled.]

First Reading of the Following Ordinances

Ordinance 2021-25 AN ORDINANCE TO DEVELOP A JOINT COUNTY INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH ANDERSON COUNTY, SUCH INDUSTRIAL/BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN ANDERSON COUNTY AND ESTABLISHED PURSUANT TO SEC. 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH ANDERSON COUNTY TO PROVIDE FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF *AD VALOREM* TAXATION; AND OTHER MATTERS RELATED THERETO.

First & Final Reading for the Following Resolutions

RESOLUTION 2021-15 “A RESOLUTION AUTHORIZING THE PURCHASE OF APPROXIMATELY TWO (2) ACRES OF REAL PROPERTY FROM MARANATHA BAPTIST CHURCH, INC. OF SENECA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.”

Discussion Regarding Action Items

Discuss 2020 Redistricting plan and next steps

Public Comment Session regarding Redistricting 2020

If you are not able to attend in person and you have a comment, you may submit it by emailing jennifercadams@oconeesc.com or calling 864-718-1023, so that your comment may be read it into the record.

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Matthew Durham, District II

Glenn Hart, District V

Procurement #: RFP 21-06

Title: Drilling & Blasting Service

Department: Quarry

Amount: \$725,000.00

RFP 21-06 for Drilling and Blasting Services was issued on August 30, 2021 and opened on September 30, 2021. Eleven (11) companies were originally notified of this opportunity and proposals were received from two firms. An Evaluation Committee consisting of County Staff reviewed and scored the proposals and recommended Quick North Carolina, dba Elite Blasting Services, LLC. for award. Quick North Carolina’s home office is located in Ankeny, IA. The local office to Oconee County is located in Jefferson, GA.

It is the staff’s recommendation that Council

- 1. Approve Award RFP 21-06, Drilling and Blasting Services for the Oconee County Quarry to Quick North Carolina, dba Elite Blasting Services, LLC, of Ankeny, IA for an estimated amount of \$725,000.00.**
- 2. Authorize the County Administrator to renew this contract for up to four (4) one-year periods, as long as the amount does not exceed the amount budgeted for drilling and blasting and provided their work is satisfactory.**

Title: Engineering Services for Culvert Replacements

Department: Roads & Bridges

Amount: \$88,740.57

On June 1, 2021 County Council approved the award of RFP 20-02 for On Call Engineering Services to TranSystems Corporation, of Greenville, SC for Category B: On Call Roadway & Bridge Services. The Roads & Bridges Department wishes to contract with TranSystems Corporation to provide engineering services for the replacement of five (5) culverts within Oconee County; Busch Creek Rd over Coneross Creek, Cobb Bridge Road over Rocky Fork Creek, Megee Rd over Smeltzer Creek, Conley Rd over Whetstone Creek and Dana Drive over unnamed tributary.

In February 2020 severe storms brought heavy rains that flooded and washed out several County maintained roads. FEMA issued a major disaster declaration for the event on March 17, 2020. The five roads listed were set aside as potential projects for hazard mitigation grant funding through FEMA. With the projects approved the next steps will be project scoping and development to decide what structures (i.e. box culverts or bridges sizes and length) will be used to repair the roads.

TranSystems Corporation will provide services such as: verify / update Hydrology analysis, develop existing conditions models, develop proposed design alternate, summarize results and provide recommendations, coordinate with Structural Engineer, provide conceptual plan, profile sheet and cost estimates for the five (5) culverts listed above.

It is the staff’s recommendation that Council approve

- 1. Award of \$88,740.57 to TranSystems Corporation., of Greenville, SC for engineering services for the above mentioned projects.**
- 2. Authorize the County Administrator to transfer sufficient funds for above Engineering Services to department professional line item.**

COUNCIL MEMBERS

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Julian Davis, III, Chair Pro Tem, District IV	Matthew Durham, District II
Glenn Hart, District V	

The Blue Ridge Community Center is a charitable organization located in the heart of the Utica Mill Hill Opportunity Zone. The Community Center has agreed to serve as the hub for community meetings, presentations and other forms of outreach related to the Phase Two Opportunity Zone Project. The Community Center will also work in tandem with Clemson University toward the completion of the following items:

- Data Collection, including maps, GIS information, and preliminary research for existing conditions;
- Comprehensive Inventory and Analysis of the project area, including land use analysis, historic overview analysis and hydrology and watershed analysis;
- Strength, Weakness, Opportunities and Threats (SWOT) Analysis to determine appropriate design solutions;
- Planning, organizing and conducting community meetings for public input;
- Design and development of a Community Survey and community feedback collection;
- Generate a community profile based on GIS analysis, the American Community Survey (ACS) and demographic data;
- Conceptual design drawings; and
- Assembling conceptual design drawings for presentations, including a PDF and PowerPoint format.

The Blue Ridge Community Center is a registered non-profit [501(c) – 3] organization. The funding source is identified in the FY2022 Budget from the “Community Support” line item.

Clemson University Proposal is \$49,882

Blue Ridge Community Center allocation is \$10,000

It is staff’s recommendation that Council approve the allocation of \$59,882 to the Blue Ridge Community Center for Clemson University’s Phase Two Mill Hill Opportunity Zone Proposal.

Council Committee Reports

None scheduled for this meeting.

Board & Commission Appointments

The Board & Commission seats listed below are co-terminus with Council District seats and will require [in the 1st quarter of 2021] appointment and/or reappointment as follows:

Building Codes Appeal Board

1 At-Large Seat: No questionnaire on file for this seat

Executive Session

[upon reconvening Council may take a Vote and/or take Action on matters brought up for discussion in Executive Session, if required]

For the following purposes, as allowed for in § 30-4-70(a) of the South Carolina Code of Laws:

[1] Discuss an Economic Development matter, Project Queso.

[2] Discuss an Economic Development matter, Project Ruby Slipper.

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[3] Receive legal advice and discuss potential litigation regarding Elevated Youth Services.

[4] Receive legal advice and discuss opioid litigation.

Adjourn

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Julian Davis, III, Chair Pro Tem, District IV Matthew Durham, District II
Glenn Hart, District V

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
PROCLAMATION 2021-16**

**A PROCLAMATION DECLARING NOVEMBER 1, 2021 POWER PLANT
WORKER APPRECIATION DAY**

WHEREAS, November 1st is designated as **Power Plant Worker Appreciation Day** in recognition of the men and women who generate the electricity we all depend on; and

WHEREAS, these workers power our lives and deserve recognition and should know how much we respect, value and appreciate them for reliably providing one of life's essential services 24 hours a day; and

WHEREAS, these workers give back to the local communities where they live and work by volunteering their time and talent and providing financial contributions to nonprofits; and

WHEREAS, many power plants serve as the bedrock of entire communities – contributing to the vitality and economic growth of local communities, providing high-wage jobs and generating millions in annual property and other taxes; and

WHEREAS, Oconee County is home to Duke Energy's Oconee Nuclear Station and Bad Creek Hydro Station, which combined generate enough energy to serve more than 3 million homes.

NOW, THEREFORE, we, the County Council, do hereby proclaim November 1, 2021 as **Power Plant Worker Appreciation Day**.

APPROVED AND ADOPTED this 16th day of November, 2021.

OCONEE COUNTY, SOUTH CAROLINA

ATTEST:

APPROVED:

Jennifer C. Adams
Clerk to County Council
Oconee County

John Elliott
Chairman
Oconee County Council

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

ORDINANCE 2021-22

AN ORDINANCE AUTHORIZING (A) THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA (“COUNTY”), AND OCONEE HOUSING SOLUTIONS, LLC WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE CREDITS; (B) THE COUNTY TO TRANSFER REAL PROPERTY OWNED BY THE COUNTY TO OCONEE HOUSING SOLUTIONS, LLC; (C) THE COUNTY TO CREATE A MULTI-COUNTY INDUSTRIAL/BUSINESS PARK WITH PICKENS COUNTY, SOUTH CAROLINA, AND DESIGNATE THE PROPERTY TO BE OWNED BY OCONEE HOUSING SOLUTIONS, LLC AS MULTI-COUNTY PARK PROPERTY; AND (D) OTHER MATTERS RELATED THERETO.

WHEREAS, OCONEE COUNTY, SOUTH CAROLINA (the “County”), acting by and through its County Council (the “County Council”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the “FILOT Act”), Title 4, Chapter 1 (the “Multi-County Park Act”), and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended, to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified industrial projects; to provide infrastructure credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure enhancing the economic development of the County; through all such powers the industrial development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County Council adopted on October 19, 2021 an inducement resolution (the “Inducement Resolution”) with respect to certain proposed investment by Oconee Housing Solutions, LLC (the “Company”) which was known to the County at the time as “Project Ruby Slipper”), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new facility in the County for the manufacture of affordable housing and associated products (collectively, the “Project”); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately \$15,400,000 in “economic development property” (as such term is defined in the FILOT Act) subject (non-exempt) to *ad valorem* taxation (in the absence of the Fee Agreement) in the County and the creation of approximately 215 new, full-time jobs at the Project, all within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement); and

WHEREAS, as a further inducement for the Company to locate in the County, the County has determined to sell approximately 27 acres (a portion of the Oconee Industry and Technology Park) (as determined by final survey, collectively, “Land”) to the Company for a price of \$10,000 per acre according to the terms and conditions of a purchase and sale agreement, the substantially final form of which is attached as Exhibit C and incorporated herein by reference (“PSA”); and

WHEREAS, the County has determined, solely on the basis of the information supplied to it by the Company, that the Project will be a “project” and “economic development property” as such terms are defined in the FILOT Act, and that the Project would serve the purposes of the FILOT Act; and

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County intends to cause the Project, to the extent not already therein located, to be placed in a joint county industrial and business park such that the Project will receive the benefits of the Multi-County Park Act; and

WHEREAS, the County has caused to be prepared and presented to the Council the form of an Agreement for Development of a Joint County Industrial Park (Project Ruby Slipper) by and between the County and Pickens County (“MCIP Agreement”), the substantially final form of which is attached as Exhibit B, pursuant to which the Land shall be located in a “Park” upon the approval of this Ordinance by the County and the approval of a separate ordinance by the Pickens County Council; and

WHEREAS, pursuant to the Inducement Resolution, the County identified the Project as a “project” for purposes of the FILOT Act and indicated the County’s intent to (a) enter into a FILOT Agreement with the Company, the substantially final form of which is attached as Exhibit A and incorporated herein by reference (the “Fee Agreement”), whereby the County would provide therein for a payment of a fee- in-lieu- of taxes by the Company with respect to the Project, and (b) provide for certain infrastructure credits to be claimed by the Company against its payments of fees-in-lieu-of taxes with respect to the Project pursuant to Section 4-1-175 of the Multi-County Park Act; and

WHEREAS, the Company has caused to be prepared and presented to the County Council the form of the Fee Agreement, which the Company proposes the County will execute and deliver; and

WHEREAS, it appears that the document above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered or approved by the County for the purposes intended;

NOW, THEREFORE, BE IT ORDAINED, by the County Council as follows:

Section 1. Based solely on information supplied by the Company, it is hereby found, determined, and declared by the County Council, as follows:

- (a) The Project will constitute a “project” and “economic development property” as said terms are referred to and defined in the FILOT Act;
- (b) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise provided locally;
- (c) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;
- (d) The purposes to be accomplished by the Project are proper governmental and public purposes; and
- (e) The benefits of the Project are anticipated to be greater than the costs.

Section 2. The form, terms, and provisions of the Fee Agreement and the MCIP Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement and the MCIP Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council and/or the County Administrator are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement and the MCIP Agreement in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the Fee Agreement and the MCIP Agreement to be delivered to the Company and cause a copy of the same to be delivered to the Oconee County Auditor and Assessor. The Fee Agreement and the MCIP Agreement are to be in substantially the form now before this meeting and hereby approved, with such minor changes therein as shall be approved by the officials of the County executing the same, upon advice of Counsel to the County, and as are not materially adverse to the

County, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form the Fee Agreement and the MCIP Agreement now before this meeting.

Section 3. The County intends to use its commercially reasonable efforts to designate the Project and the Land as part of the Park or a separate multi-county industrial or business park, if not already so designated, and intends to use its commercially reasonable efforts to maintain the Project and the Land within the boundaries of a multi-county industrial or business park pursuant to the provisions of the MCIP Act and Article VIII, Section 13(D) of the State Constitution on terms which provide, for all jobs created at the Project through the end of the investment period set forth in the Agreement, any additional job tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks, and on terms, and for a duration, which facilitate the special source revenue credits. Sharing of expenses and revenues of the County and any partner county shall be as set forth in the MCIP Agreement (or applicable agreement related to any subsequent multi-county industrial or business park).

Section 4. The County authorizes the sale of the Land, and the form, terms, and provisions of the PSA presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the PSA was set out in this Ordinance in its entirety. The Chairman of the County Council and/or the County Administrator are hereby authorized, empowered and directed to execute, acknowledge, and deliver the PSA in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the PSA to be delivered to the Company. The PSA is to be in substantially the form now before this meeting and hereby approved, with such minor changes therein as shall be approved by the officials of the County executing the same, upon advice of Counsel to the County, and as are not materially adverse to the County, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form the PSA now before this meeting.

Section 5. The Chairman of the County Council and/or the County Administrator, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the MCIP Agreement and the performance of all obligations of the County thereunder.

Section 6. The provisions of this ordinance are hereby declared to be separable and if any section, phrase, or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 7. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

ENACTED in meeting duly assembled this ___ day of _____, 2021.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
John Elliott
Chairman of County Council

ATTEST:

By: _____
Jennifer C. Adams
Clerk to Council

EXHIBIT A
FORM OF FEE AGREEMENT

EXHIBIT B
FORM OF MCIP AGREEMENT

EXHIBIT C
FORM OF PURCHASE AND SALE AGREEMENT

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

I, the undersigned Clerk to County Council of Oconee County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of October 19, 2021, November 5, 2021, and _____, 2021, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Dated: _____, 2021

Clerk, Oconee County Council

**FEE IN LIEU OF TAX AND
SPECIAL SOURCE CREDIT AGREEMENT**

Between

OCONEE COUNTY, SOUTH CAROLINA

and

OCONEE HOUSING SOLUTIONS, LLC

Dated as of _____, 2021

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

SECTION 1.01 DEFINITIONS 2
SECTION 1.02 PROJECT-RELATED INVESTMENTS 5

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

SECTION 2.01 REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF THE COUNTY 6
SECTION 2.02 REPRESENTATIONS, WARRANTIES, AND AGREEMENTS OF THE COMPANY 6

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

SECTION 3.01 THE PROJECT 7
SECTION 3.02 DILIGENT COMPLETION 7
SECTION 3.03 FILINGS AND REPORTS 7

ARTICLE IV

FILOT PAYMENTS

SECTION 4.01 FILOT PAYMENTS 9
SECTION 4.02 SPECIAL SOURCE REVENUE CREDITS 10
SECTION 4.03 FAILURE TO ACHIEVE MINIMUM INVESTMENT REQUIREMENTS 11
SECTION 4.04 REMOVAL OF EQUIPMENT 11
SECTION 4.05 FILOT PAYMENTS ON REPLACEMENT PROPERTY 11
SECTION 4.06 REDUCTIONS IN PAYMENT OF TAXES UPON DIMINUTION IN VALUE; INVESTMENT
MAINTENANCE REQUIREMENT 12

ARTICLE V

PARTICULAR COVENANTS AND AGREEMENTS

SECTION 5.01 CESSATION OF OPERATIONS 13
SECTION 5.02 RIGHTS TO INSPECT 13
SECTION 5.03 CONFIDENTIALITY 13
SECTION 5.04 LIMITATION OF COUNTY'S LIABILITY 14
SECTION 5.05 MERGERS, REORGANIZATIONS AND EQUITY TRANSFERS 15
SECTION 5.06 INDEMNIFICATION COVENANTS 14
SECTION 5.07 QUALIFICATION IN STATE 15
SECTION 5.08 NO LIABILITY OF COUNTY'S PERSONNEL 15
SECTION 5.09 ASSIGNMENT, LEASES OR TRANSFERS 15
SECTION 5.10 ADMINISTRATION EXPENSES 16
SECTION 5.11 PRIORITY LIEN STATUS 16
SECTION 5.12 INTEREST; PENALTIES 16
SECTION 5.13 SPONSOR AFFILIATES 16

ARTICLE VI

DEFAULT

SECTION 6.01 EVENTS OF DEFAULT..... 18
SECTION 6.02 REMEDIES UPON DEFAULT 18
SECTION 6.03 REIMBURSEMENT OF LEGAL FEES AND EXPENSES AND OTHER EXPENSES..... 19
SECTION 6.04 NO WAIVER..... 19

ARTICLE VII

MISCELLANEOUS

SECTION 7.01 NOTICES 20
SECTION 7.02 BINDING EFFECT 21
SECTION 7.03 COUNTERPARTS..... 21
SECTION 7.04 GOVERNING LAW 21
SECTION 7.05 HEADINGS 21
SECTION 7.06 AMENDMENTS 21
SECTION 7.07 FURTHER ASSURANCE..... 21
SECTION 7.08 INVALIDITY; CHANGE IN LAWS..... 21
SECTION 7.09 TERMINATION BY COMPANY..... 22
SECTION 7.10 ENTIRE UNDERSTANDING 22
SECTION 7.11 WAIVER..... 22
SECTION 7.12 BUSINESS DAY 22

- EXHIBIT A – DESCRIPTION OF LAND
- EXHIBIT B – INVESTMENT CERTIFICATION
- EXHIBIT C – INFRASTRUCTURE INVESTMENT CERTIFICATION
- EXHIBIT D – JOINDER AGREEMENT

**SUMMARY OF CONTENTS OF
FEE IN LIEU OF TAX AGREEMENT**

As permitted under Section 12-44-55(B), Code of Laws of South Carolina 1976, as amended (the "Code"), the parties have agreed to waive the requirements of Section 12-44-55 of the Code. The following is a summary of the key provisions of this Fee in Lieu of Tax and Special Source Credit Agreement. This summary is inserted for convenience only and does not constitute a part of this Fee in Lieu of Tax and Special Source Credit Agreement or a summary compliant with Section 12-44-55 of the Code.

Company Name:	Oconee Housing Solutions, LLC	Project Name:	Project Ruby Slipper
Projected Investment:	\$15,400,000	Projected Jobs:	215
Location (street):	Oconee Industry and Technology Park 1000 Innovation Way Oconee County, SC 29636	Tax Map No.:	A portion of: TMS No. 221-00-01-001 (approx. 27 acres)
1. FILOT			
Required Investment:	Contract Minimum Investment Requirement		
Investment Period:	5 Years	Ordinance No./Date:	
Assessment Ratio:	6%	Term (years):	30 Years
Fixed Millage:	.2278	Net Present Value (if yes, discount rate):	N/A
Clawback information:	See Section 4.03(a)		
2. MCIP			
Included in an MCIP:	Yes		
If yes, Name & Date:	Agreement for Development of a Joint County Industrial and Business Park (Project Ruby Slipper) dated _____ 2021		
3. SSRC			
Total Amount:	35%		
No. of Years	Five consecutive years, beginning with first FILOT Payment		
Yearly Increments:			
Clawback information:	See Section 4.02(d)		
4. Other information			

FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT (the “*Fee Agreement*”) is made and entered into as of _____, 2021 by and between **OCONEE COUNTY, SOUTH CAROLINA** (the “*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (the “*State*”), acting by and through the Oconee County Council (the “*County Council*”) as the governing body of the County, and **OCONEE HOUSING SOLUTIONS, LLC**, a limited liability company organized and existing under the laws of the State of Georgia and duly authorized to do business in the State (the “*Company*”).

RECITALS

1. Title 12, Chapter 44 (the “*FILOT Act*”), Code of Laws of South Carolina, 1976, as amended (the “*Code*”), authorizes the County to (a) induce industries to locate in the State; (b) encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (c) enter into a fee agreement with entities meeting the requirements of the FILOT Act, which identifies certain property of such entities as economic development property and provides for the payment of a fee in lieu of tax with respect to such property.

2. Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide special source revenue credit (“*Special Source Revenue Credit*”) financing secured by and payable solely from revenues of the County derived from payments in lieu of taxes for the purposes set forth in Section 4-29-68 of the Code, namely: the defraying of the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate, and personal property, including but not limited to machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County (collectively, “*Infrastructure*”).

3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute a facility in the County for the manufacture of affordable housing and associated products.

4. Based on information supplied solely by the Company, the County Council has evaluated the Project based on relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created or maintained, and the anticipated costs and benefits to the County. Pursuant to Section 12-44-40(I)(1) of the FILOT Act, the County finds that: (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project will give rise to no pecuniary liability of the County or any incorporated municipality therein and to no charge against their general credit or taxing powers; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

5. The Project is located, or if not so located as of the date of this Fee Agreement the County intends to use its best efforts to so locate the Project, in a joint county industrial or business park created with an adjoining county in the State pursuant to agreement entered into pursuant to Section 4-1-170 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution.

6. By enactment of an Ordinance on _____, 2021, the County Council has authorized the County to enter into this Fee Agreement with the Company which classifies the Project as Economic Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes

and the provision of Special Source Revenue Credits to reimburse the Company for payment of the cost of certain Infrastructure in connection with the Project, all as further described herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 Definitions

The terms that this Article defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

“Administration Expenses” shall mean the reasonable and necessary expenses incurred by the County with respect to this Fee Agreement, including without limitation reasonable attorney fees; provided, however, that no such expense shall be considered an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason it has been or will be incurred.

“Code” shall mean the Code of Laws of South Carolina 1976, as amended.

“Commencement Date” shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date shall not be later than the last day of the property tax year which is three (3) years from the year in which the County and the Company enter into this Fee Agreement.

“Company” shall mean Oconee Housing Solutions, LLC, a Georgia limited liability company, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

“Condemnation Event” shall mean any act of taking by a public or quasi-public authority through condemnation, reverse condemnation, or eminent domain.

“Contract Minimum Investment Requirement” shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least \$13,860,000 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

“County” shall mean Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors, and assigns, acting by and through the County Council as the governing body of the County.

“County Administrator” shall mean the Oconee County Administrator, or the person holding any successor office of the County.

“County Assessor” shall mean the Oconee County Assessor, or the person holding any successor office of the County.

“County Auditor” shall mean the Oconee County Auditor, or the person holding any successor office of the County.

“County Council” shall mean Oconee County Council, the governing body of the County.

“County Treasurer” shall mean the Oconee County Treasurer, or the person holding any successor office of the County.

“Defaulting Entity” shall have the meaning set forth for such term in Section 6.02(a) hereof.

“Deficiency Amount” shall have the meaning set forth for such term in Section 4.03(a) hereof.

“Department” shall mean the South Carolina Department of Revenue.

“Diminution in Value” in respect of the Project shall mean any reduction in the value, using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.01 of this Fee Agreement, of the items which constitute a part of the Project and which are subject to FILOT payments which may be caused by the Company’s or any Sponsor Affiliate’s removal and/or disposal of equipment pursuant to Section 4.04 hereof, or by its election to remove components of the Project as a result of any damage or destruction or any Condemnation Event with respect thereto.

“Economic Development Property” shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the FILOT Act and this Fee Agreement, and selected and identified by the Company or any Sponsor Affiliate in its annual filing of the appropriate SCDOR PT-300 schedule or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

“Equipment” shall mean machinery, equipment, furniture, office equipment, and other tangible personal property, together with any and all additions, accessions, replacements, and substitutions thereto or therefor.

“Event of Default” shall mean any event of default specified in Section 6.01 hereof.

“Exemption Period” shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable portion of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

“Fee Agreement” shall mean this Fee in Lieu of Tax and Special Source Credit Agreement.

“FILOT” or **“FILOT Payments”** shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

“FILOT Act” shall mean Title 12, Chapter 44, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

“FILOT Act Minimum Investment Requirement” shall mean, with respect to the Project, an investment of at least \$2,500,000 by the Company, or of at least \$5,000,000 by the Company and any Sponsor Affiliates in the aggregate, in Economic Development Property.

“Improvements” shall mean improvements to the Land, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor.

“Infrastructure” shall mean infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of the Project, within the meaning of Section 4-29-68 of the Code.

“Investment Period” shall mean, and shall be equal to, the Standard Investment Period.

“Land” means the land upon which the Project will be located, as described in Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with Section 3.01(c) hereof.

“MCIP” shall mean (i) the joint county industrial park established pursuant to the terms of the MCIP Agreement and (ii) any joint county industrial park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the MCIP Act, or any successor provision, with respect to the Project.

“MCIP Act” shall mean Title 4, Chapter 1, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

“MCIP Agreement” shall mean the Agreement for Development of a Joint County Industrial and Business Park (Project Ruby Slipper), dated as of _____, ____, as amended, between the County and Pickens County, South Carolina, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project to offer the benefits of the Special Source Revenue Credits to the Company hereunder.

“Phase” or **“Phases”** in respect of the Project shall mean that the components of the Project are placed in service during more than one year during the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year during the Investment Period.

“Property” shall mean the Land and any Improvements.

“Project” shall mean the Land and all of the Equipment and Improvements that the Company determines to be necessary, suitable, or useful for the purposes described in Section 2.02(b) hereof, to the extent determined by the Company and any Sponsor Affiliate to be a part of the Project and placed in service during the Investment Period, and any Replacement Property. Notwithstanding anything in this Fee Agreement to the contrary, the Project shall not include property which will not qualify for the FILOT pursuant to Section 12-44-110 of the FILOT Act, including without limitation property which has been subject to *ad valorem* taxation in the State prior to commencement of the Investment Period; provided, however, the Project may include (a) modifications which constitute an expansion of the real property portion of the Project and (b) the property allowed pursuant to Section 12-44-110(2) of the FILOT Act.

“Purchase and Sale Agreement” means that certain Purchase and Sale Agreement between the County and Company dated _____ ____, ____.

“Removed Components” shall mean components of the Project or portions thereof which the Company or any Sponsor Affiliate in its sole discretion, elects to remove from the Project pursuant to Section 4.04 hereof or as a result of any Condemnation Event.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment or any Improvement previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether

more than one piece of property replaces any item of Equipment or any Improvement to the fullest extent that the FILOT Act permits.

“*Special Source Credits*” shall mean the annual special source credits provided to the Company pursuant to Section 4.02 hereof.

“*Sponsor Affiliate*” shall mean an entity that joins with the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the FILOT Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project, all as set forth in Section 5.13 hereof.

“*Standard Investment Period*” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years after the Commencement Date.

“*State*” shall mean the State of South Carolina.

“*Termination Date*” shall mean, with respect to each Phase of the Project, the end of the last day of the property tax year which is the 29th year following the first property tax year in which such Phase of the Project is placed in service; provided, that the intention of the parties is that the Company will make at least 30 annual FILOT payments under Article IV hereof with respect to each Phase of the Project; and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date shall mean the date of such termination.

“*Transfer Provisions*” shall mean the provisions of Section 12-44-120 of the FILOT Act, as amended, or supplemented from time to time, concerning, among other things, the necessity of obtaining County consent to certain transfers.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

Section 1.02 Project-Related Investments

The term “investment” or “invest” as used herein shall include not only investments made by the Company and any Sponsor Affiliates, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company or any Sponsor Affiliate with respect to the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

[End of Article I]

ARTICLE II
REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01 Representations, Warranties, and Agreements of the County

The County hereby represents, warrants, and agrees as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations hereunder.

(b) Based upon representations by the Company, the Project constitutes a “project” within the meaning of the FILOT Act.

(c) The County has agreed that each item of real and tangible personal property comprising the Project which is eligible to be economic development property under the FILOT Act and that the Company selects shall be considered Economic Development Property and is thereby exempt from *ad valorem* taxation in the State.

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is .2278 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2020, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

(e) The County will use its reasonable best efforts to cause the Project to be located in a MCIP for a term extending at least until the end of the period of FILOT Payments against which a Special Source Credit is to be provided under this Fee Agreement.

Section 2.02 Representations, Warranties, and Agreements of the Company

The Company hereby represents, warrants, and agrees as follows:

(a) The Company is organized and in good standing under the laws of the State of Georgia, is duly authorized to transact business in the State, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a “project” within the meaning of the FILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of manufacturing affordable housing and associated products, and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

(c) The execution and delivery of this Fee Agreement by the County has been instrumental in inducing the Company to locate the Project in the County.

(d) The Company, together with any Sponsor Affiliates, will use commercially reasonable efforts to meet, or cause to be met the Contract Minimum Investment Requirement within the Investment Period.

[End of Article II]

**ARTICLE III
COMMENCEMENT AND COMPLETION OF THE PROJECT**

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, (ii) meet the Contract Minimum Investment Requirement, and (iii) create approximately 215 new, full-time jobs (with benefits) within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2021.

(b) Pursuant to the FILOT Act and subject to Section 4.03 hereof, the Company and the County hereby agree that the Company and any Sponsor Affiliates shall identify annually those assets which are eligible for FILOT payments under the FILOT Act and this Fee Agreement, and which the Company or any Sponsor Affiliate selects for such treatment by listing such assets in its annual PT-300 form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company and any Sponsor Affiliates shall not be obligated to complete the acquisition of the Project. However, if the Company, together with any Sponsor Affiliates, does not meet the Contract Minimum Investment Requirement within the Investment Period, the provisions of Section 4.03 hereof shall control.

(c) The Company may add to the Land such real property, located in the same taxing District in the County as the original Land, as the Company, in its discretion, deems useful or desirable. In such event, the Company, at its expense, shall deliver an appropriately revised Exhibit A to this Fee Agreement, in form reasonably acceptable to the County.

Section 3.02 Diligent Completion

The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.03 Filings and Reports

(a) Each year during the term of the Fee Agreement, the Company and any Sponsor Affiliates shall deliver to the County, the County Auditor, the County Assessor, and the County Treasurer a copy of their most recent annual filings with the Department with respect to the Project, not later than thirty (30) days following delivery thereof to the Department.

(b) The Company shall cause a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor, and to their counterparts in the partner county to the MCIP Agreement, the County Administrator, and the Department within thirty (30) days after the date of execution and delivery of this Fee Agreement by all parties hereto.

(c) Each of the Company and any Sponsor Affiliates agree to maintain complete books and records accounting for the acquisition, financing, construction, and operation of the Project. Such books and records shall (i) permit ready identification of the various Phases and components thereof; (ii) confirm the dates on which each Phase was placed in service; and (iii) include copies of all filings made by the Company and any such Sponsor Affiliates in accordance with Section 3.03(a) or (b) above with

respect to property placed in service as part of the Project.

[End of Article III]

**ARTICLE IV
FILOT PAYMENTS**

Section 4.01 FILOT Payments

(a) Pursuant to Section 12-44-50 of the FILOT Act, the Company, and any Sponsor Affiliates, as applicable, are required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the FILOT Act, the County and the Company have negotiated the amount of the FILOT Payments in accordance therewith. The Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures required by the FILOT Act):

Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any real property, Improvements without regard to depreciation, and any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the real property for the first year of the Exemption Period remains the fair market value of the real property and Improvements for the life of the Exemption Period. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company and any Sponsor Affiliates if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the FILOT Act specifically disallows.

Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 29 years thereafter or such longer period of years in which the FILOT Act and this Fee Agreement permit the Company and any Sponsor Affiliates to make annual FILOT payments.

Step 3: Use a millage rate of .2278 mills during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

(b) In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Act and/or the herein-described FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent thereof (without increasing the amount of incentives being afforded herein) and so as to afford the Company and any Sponsor Affiliates with the benefits to be derived herefrom, the intention of the County being to offer the Company and such Sponsor Affiliates an inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company and any Sponsor Affiliates shall pay the County regular *ad valorem* taxes from the date of termination, but with

appropriate reductions equivalent to all tax exemptions which are afforded to the Company and such Sponsor Affiliates. Any amount determined to be due and owing to the County from the Company and such Sponsor Affiliates, with respect to a year or years for which the Company or such Sponsor Affiliates previously remitted FILOT Payments to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company or such Sponsor Affiliates would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of FILOT Payments the Company or such Sponsor Affiliates had made with respect to the Project pursuant to the terms hereof.

Section 4.02 Special Source Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Standard Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Credits against the Company's FILOT Payments for a period of five (5) consecutive years in an amount equal to thirty five percent (35%) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Standard Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement.

(b) Notwithstanding anything herein to the contrary, under no circumstances shall the Company be entitled to claim or receive any abatement of *ad valorem* taxes for any portion of the investment in the Project for which a Special Source Credit is taken.

(c) In no event shall the aggregate amount of all Special Source Credits claimed by the Company exceed the amount expended with respect to the infrastructure at any point in time. The Company shall be responsible for making written annual certification as to compliance with the provisions of the preceding sentence through the delivery of a certification in substantially the form attached hereto as Exhibit C.

(d) Should the Contract Minimum Investment Requirement not be met by the end of the Standard Investment Period, any Special Source Credits otherwise payable under this Fee Agreement shall no longer be payable by the County, and the Company shall be retroactively liable to the County for the amount of the Special Source Credits previously received by the Company, plus interest at the rate payable for late payment of taxes. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the thirty (30th) day following the last day of the Investment Period.

(e) As provided in Section 4-29-68 of the Code, to the extent any Special Source Credit is taken against fee in lieu of tax payment on personal property, and the personal property is removed from the Project at any time during the term of this Fee Agreement (and not replaced with qualifying replacement property), the amount of the fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

(f) Each annual Special Source Credit shall be reflected by the County Auditor or other authorized County official or representative on each bill for FILOT Payments sent to the Company by the County for each applicable property tax year, by reducing such FILOT Payments otherwise due by the amount of the Special Source Credit to be provided to the Company for such property tax year.

(g) The Special Source Credits are payable solely from the FILOT Payments, are not secured by, or in any way entitled to, a pledge of the full faith, credit or taxing power of the County, are not an

indebtedness of the County within the meaning of any State constitutional provision or statutory limitation, are payable solely from a special source that does not include revenues from any tax or license, and are not a pecuniary liability of the County or a charge against the general credit or taxing power of the County.

Section 4.03 Failure to Achieve Minimum Investment Requirement

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the Contract Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate and the Company and such Sponsor Affiliates shall pay the County an amount which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company and such Sponsor Affiliates would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company and such Sponsor Affiliates have made with respect to the Economic Development Property (after taking into account any Special Source Credits received) (such excess, a “*Deficiency Amount*”) for the period through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the thirtieth (30th) day following the last day of the Investment Period.

(b) As a condition to the FILOT benefit provided herein, the Company agrees to provide the County Administrator, the County Assessor, the County Auditor, and the County Treasurer with an annual certification as to investment in the Project. Such certification shall be in substantially the form attached hereto as Exhibit B and shall be due no later than the May 1 following the immediately preceding December 31 of each year during the Investment Period.

Section 4.04 Removal of Equipment

Subject, always, to the other terms and provisions of this Fee Agreement, the Company and any Sponsor Affiliates shall be entitled to remove and dispose of components of the Project from the Project in its sole discretion with the result that said components shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement. Economic Development Property is disposed of only when it is scrapped or sold or removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.05 FILOT Payments on Replacement Property

If the Company or any Sponsor Affiliate elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company or any Sponsor Affiliate otherwise utilizes Replacement Property, then, pursuant and subject to the provisions of Section 12-44-60 of the FILOT Act, the Company or such Sponsor Affiliate shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service.

Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property which qualifies for the FILOT shall be recorded using its income tax basis, and the calculation of the FILOT shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the FILOT.

Section 4.06 Reductions in Payment of Taxes Upon Diminution in Value; Investment Maintenance Requirement

In the event of a Diminution in Value of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property as determined pursuant to Step 1 of Section 4.01(a) hereof; *provided, however*, that if at any time subsequent to the end of the Investment Period, the total value of the Project remaining in the County based on the original income tax basis thereof (that is, without regard to depreciation), is less than the FILOT Act Minimum Investment Requirement, then beginning with the first payment thereafter due hereunder and continuing until the Termination Date, the Project shall no longer be entitled to the incentive provided in Section 4.01, and the Company and any Sponsor Affiliate shall therefore commence to pay regular *ad valorem* taxes thereon, calculated as set forth in Section 4.01(b) hereof.

[End of Article IV]

ARTICLE V
PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT incentive may end, and this Fee Agreement may be terminated by the County, at the County's sole discretion, if the Company ceases operations at the Project; provided, however, that the Special Source Credits provided for in this Fee Agreement shall automatically terminate if the Company ceases operations as set forth in this Section 5.01. For purposes of this Section, "ceases operations" means closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months. The provisions of Section 4.03 hereof relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

Section 5.02 Repurchase Right; Purchase Price Adjustment

The Company acknowledges that it is buying the Land subject to the Declarations of Covenants, Conditions, Restrictions, and Easements for the Oconee Industry and Technology Park F/K/A the Echo Hills Business and Industrial Park, as such is recorded with the County Register of Deeds on December 4, 2017, including, without limitation, any repurchase rights of the County described therein.

If upon the expiration of the Investment Period, the Company (together with any Sponsor Affiliates) has failed to meet the Contract Minimum Investment Requirement, the Company must pay an adjusted purchase price for the Land, equal to an additional \$31,869 per acre, payable within 90 days of the expiration of the Investment Period.

Section 5.03 Rights to Inspect

The Company agrees that the County and its authorized agents shall have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project. The County and its authorized agents shall also be permitted, at all reasonable times and upon prior reasonable notice, to have access to examine and inspect the Company's South Carolina property tax returns, as filed. The aforesaid rights of examination and inspection shall be exercised only upon such reasonable and necessary terms and conditions as the Company shall prescribe and shall be subject to the provisions of Section 5.03 hereof.

Section 5.04 Confidentiality

The County acknowledges and understands that the Company and any Sponsor Affiliates may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein "Confidential Information"). In this regard, the Company and any Sponsor Affiliates may clearly label any Confidential Information delivered to the County "Confidential Information." The County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall intentionally disclose or otherwise divulge any such clearly labeled Confidential Information to any other person, firm, governmental body or agency, or any other entity. Each of the Company and any Sponsor Affiliates acknowledge that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on

request, absent an exemption, provided, however, the County is not required to employ any permitted exemption. In the event that the County is required to disclose any Confidential Information obtained from the Company or any Sponsor Affiliates to any third party, the County agrees to provide the Company and such Sponsor Affiliates with as much advance notice as is reasonably possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company and such Sponsor Affiliates to obtain judicial or other relief from such disclosure requirement, provided, however, any failure to provide such notice is not an Event of Default under this Fee Agreement.

Section 5.05 Limitation of County's Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County (it being intended herein that any obligations of the County with respect to the Special Source Revenue Credits shall be payable only from FILOT payments received from or payable by the Company or any Sponsor Affiliates); provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 5.06 Indemnification Covenants

(a) Notwithstanding any other provisions in this Fee Agreement or in any other agreements with the County, the Company agrees to indemnify, defend and save the County, its County Council members, elected officials, officers, employees, servants and agents (collectively, the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project or the Land by the Company or any Sponsor Affiliate, their members, officers, shareholders, employees, servants, contractors, and agents during the Term, and, the Company further, shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the Term from (i) entering into and performing its obligations under this Fee Agreement, (ii) any condition of the Project, (iii) any breach or default on the part of the Company or any Sponsor Affiliate in the performance of any of its obligations under this Fee Agreement, (iv) any act of negligence of the Company or any Sponsor Affiliate or its agents, contractors, servants, employees or licensees, (v) any act of negligence of any assignee or lessee of the Company or any Sponsor Affiliate, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Company or any Sponsor Affiliate, or (vi) any environmental violation, condition, or effect with respect to the Project. The Company shall indemnify, defend, and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall defend it in any such action, prosecution or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld).

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of this Fee Agreement, by the reason of the performance of any act requested of it by the Company or any Sponsor Affiliate, or by reason of the County's relationship to the Project or by the operation of the Project by the Company or any Sponsor Affiliate, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the

Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Fee Agreement by the County.

(c) Notwithstanding anything in this Fee Agreement to the contrary, the above-referenced covenants insofar as they pertain to costs, damages, liabilities or claims by any Indemnified Party resulting from any of the above-described acts of or failure to act by the Company or any Sponsor Affiliate, shall survive any termination of this Fee Agreement.

(d) Notwithstanding anything in this Fee Agreement to the contrary, the above-referenced covenants shall not be construed as prohibiting an Indemnified Party from engaging, at its discretion, the counsel of that Indemnified Party's choice, and the Company's and/or Sponsor Affiliates' duties as contained in the above-referenced covenants, to reimburse that Indemnified Party for such fees and costs.

Section 5.07 Qualification in State

Each of the Company and any Sponsor Affiliates warrant that it is duly qualified to do business in the State, and covenants that it will continue to be so qualified so long as it operates any portion of the Project.

Section 5.08 No Liability of County's Personnel

All covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the County and shall be binding upon any member of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse shall be had for the payment of any moneys hereunder against any member of the governing body of the County or any elected official, officer, agent, servants or employee of the County and no recourse shall be had against any member of the County Council or any elected official, officer, agent, servant or employee of the County for the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon except solely in their official capacity.

Section 5.09 Assignment, Leases, Mergers, Reorganizations and Equity Transfers

Each of the Company and any Sponsor Affiliates acknowledges that any mergers, reorganizations or consolidations of the Company and such Sponsor Affiliates may cause the Project to become ineligible for negotiated fees in lieu of taxes under the FILOT Act absent compliance by the Company and such Sponsor Affiliates with the Transfer Provisions; provided that, to the extent provided by the Transfer Provisions or any successor provision, any financing arrangements entered into by the Company or any Sponsor Affiliates with respect to the Project and any security interests granted by the Company or any Sponsor Affiliates in connection therewith shall not be construed as a transfer for purposes of the Transfer Provisions. Notwithstanding anything in this Fee Agreement to the contrary, it is not intended in this Fee Agreement that the County shall impose transfer restrictions with respect to the Company, any Sponsor Affiliates or the Project as are any more restrictive than the Transfer Provisions.

Subject to County consent when required under this Section, and at the expense of the Company or any Sponsor Affiliate, as the case may be, the County agrees to take such further action or execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company or such Sponsor Affiliate

under this Fee Agreement and/or any release of the Company or such Sponsor Affiliate pursuant to this Section.

Each of the Company and any Sponsor Affiliates acknowledges that such a transfer of an interest under this Fee Agreement or in the Project may cause all or part of the Project to become ineligible for the FILOT benefit afforded hereunder or result in penalties under the FILOT Act absent compliance by the Company and any Sponsor Affiliates with the Transfer Provisions.

Section 5.10 Administration Expenses

The Company agrees to pay any Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is thirty (30) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's right to receive such payment, specifying the nature of such expense and requesting payment of same, provided, however, for the payment of legal expenses, the County is required to provide only a general statement of the amount and nature of the legal expense and requesting the payment of the same. The payment of any Administrative Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice. Administration Expenses shall not exceed \$7,500 in connection with the review and preparation of Project Ruby Slipper documents.

Section 5.11 Priority Lien Status

The County's right to receive FILOT payments hereunder shall have a first priority lien status pursuant to, for example, Sections 12-44-90(E) and (F) of the FILOT Act and Chapters 4, 49, 51, 53, and 54 of Title 12 of the Code.

Section 5.12 Interest; Penalties

In the event the Company or any Sponsor Affiliate should fail to make any of the payments to the County required under this Fee Agreement, then the item or installment so in default shall continue as an obligation of the Company or such Sponsor Affiliate until the Company or such Sponsor Affiliate shall have fully paid the amount, and the Company and any Sponsor Affiliates agree, as applicable, to pay the same with interest thereon at a rate, unless expressly provided otherwise herein and in the case of FILOT payments, of 5% per annum, compounded monthly, to accrue from the date on which the payment was due and, in the case of FILOT payments, at the rate for non-payment of *ad valorem* taxes under State law and subject to the penalties the law provides until payment.

Section 5.13 Sponsor Affiliates

The Company may designate from time to time any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(20) and 12-44-130 of the FILOT Act, which Sponsor Affiliates shall join with the Company and make investments with respect to the Project, or participate in the financing of such investments, and shall agree to be bound by the terms and provisions of this Fee Agreement pursuant to the terms of a written joinder agreement with the County and the Company, the substantially final form of which is attached to this Fee Agreement, as Exhibit D, subject to any reasonable changes not materially adverse to the County. The Company shall provide the County and the Department with written notice of any Sponsor Affiliate designated pursuant to this Section within ninety (90) days after the end of the calendar year during which any such Sponsor Affiliate has placed in service any portion of the Project, in accordance with Section 12-44-130(B) of the FILOT Act.

[End of Article V]

ARTICLE VI DEFAULT

Section 6.01 Events of Default

The following shall be “Events of Default” under this Fee Agreement, and the term “Event of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company or any Sponsor Affiliate to make the FILOT Payments described in Section 4.01 hereof, or any other amounts payable to the County under this Fee Agreement when due, which failure shall not have been cured within thirty (30) days following receipt of written notice thereof from the County; provided, however, that the Company and any Sponsor Affiliates shall be entitled to all redemption rights granted by applicable statutes; or

(b) A representation or warranty made by the Company or any Sponsor Affiliate hereunder which is deemed materially incorrect when deemed made; or

(c) Failure by the Company or any Sponsor Affiliate to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of thirty (30) days after written notice from the County to the Company and such Sponsor Affiliate specifying such failure and requesting that it be remedied, unless the Company or such Sponsor Affiliate shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company or such Sponsor Affiliate is diligently pursuing corrective action; or

(d) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of thirty (30) days after written notice from the Company to the County and any Sponsor Affiliates specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

Section 6.02 Remedies Upon Default

(a) Whenever any Event of Default by the Company or any Sponsor Affiliate (the “Defaulting Entity”) shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions as to the Defaulting Entity, only:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder.

In no event shall the Company or any Sponsor Affiliate be liable to the County or otherwise for monetary damages resulting from the Company’s (together with any Sponsor Affiliates) failure to meet the Contract Minimum Investment Requirement other than as expressly set forth in this Fee Agreement.

In addition to all other remedies provided herein, the failure to make FILOT payments shall give rise to a lien for tax purposes as provided in Section 12-44-90 of the FILOT Act. In this regard, and notwithstanding anything in this Fee Agreement to the contrary, the County may exercise the remedies

that general law (including Title 12, Chapter 49 of the Code) provides with regard to the enforced collection of *ad valorem* taxes to collect any FILOT payments due hereunder.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company and any Sponsor Affiliate may take one or more of the following actions:

- (i) bring an action for specific enforcement;
- (ii) terminate this Fee Agreement as to the acting party; or
- (iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

Upon the occurrence of an Event of Default hereunder by the Company or any Sponsor Affiliate, should the County be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the County shall be entitled, within thirty (30) days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 6.04 No Waiver

No failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

[End of Article VI]

**ARTICLE VII
MISCELLANEOUS**

Section 7.01 Notices

Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

If to the Company:

Oconee Housing Solutions, LLC
Attn: Trey Weatherly (tweatherly@impacthousing.global)
945 East Paces Ferry Rd. NE, Suite 2650
Atlanta, Georgia 30326

With a copy to:

Haynsworth Sinkler Boyd, P.A.
Attn: J. Philip Land, Jr. (pland@hsblawfirm.com)
One North Main Street, 2nd Floor
Greenville, South Carolina 29601

If to the County:

Oconee County, South Carolina
415 South Pine Street
Walhalla, SC 29691
Attn. Amanda Brock, County Administrator
Email: abrock@oconeesc.com

With a copy to: (does not constitute notice)	Oconee Economic Alliance 528 US 123 Bypass Suite G Seneca, South Carolina 29678 Attn.: Annie Caggiano, President
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With a copy to: (does not constitute notice)	Oconee County Attorney 415 South Pine Street Walhalla, South Carolina 29691 Attn.: David Root Email: droot@oconeesc.com
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With a copy to: (does not constitute notice)	Kozlarek Law LLC Attn: Michael E. Kozlarek, Esq. Post Office Box 565 Greenville, South Carolina 29602-0565 Email: michael@kozlareklaw.com
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Section 7.02 Binding Effect

This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and any Sponsor Affiliates, the County, and their respective successors and approved assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 7.03 Counterparts

This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 7.04 Governing Law

This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 7.05 Headings

The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 7.06 Amendments

The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 7.07 Further Assurance

From time to time, and at the expense of the Company and any Sponsor Affiliates, the County agrees to execute and deliver to the Company and any such Sponsor Affiliates such additional instruments as the Company or such Sponsor Affiliates may reasonably request and as are authorized by law and reasonably within the purposes and scope of the FILOT Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 7.08 Invalidity; Change in Laws

In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the same inclusion of property as under the terms of this Fee Agreement and the same level of incentives contemplated by this Fee Agreement, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company and any Sponsor Affiliates with the same benefits to be derived herefrom, it being the intention of the County to offer the Company and any Sponsor Affiliates the inducement so offered by this Fee Agreement, within the

provisions of the FILOT Act, to locate the Project in the County. In case a change in the FILOT Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and any Sponsor Affiliates and the FILOT incentive, the parties agree that the County will consider reforming this Fee Agreement.

Section 7.09 Termination by Company

The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with thirty (30) days' written notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto (including without limitation any amounts owed with respect to Section 4.03 hereof); and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to *ad valorem* taxation or such other taxation or fee in lieu of taxation that would apply absent this Fee Agreement. The Company's obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10 Entire Understanding

This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 7.11 Waiver

Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 7.12 Business Day

In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

Section 7.13 State Law Considerations

The authorization, execution, and delivery of this Fee Agreement and any obligations of the County under this Fee Agreement are subject to any law that may relate to the FILOT Payments or Special Source Revenue Credits, or both, and State law generally. This Fee Agreement and any obligations of the County under this Fee Agreement are not intended to violate State law in any respect.

[End of Article VII]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Administrator or Chairman of County Council and to be attested by the Clerk of the County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
John Elliott
Chairman of County Council

ATTEST:

Jennifer C. Adams
Clerk to Council

[Signature Page 1 to Fee in Lieu of Tax and Special Source Credit Agreement]

OCONEE HOUSING SOLUTIONS, LLC

By: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Tax and Special Source Credit Agreement]

EXHIBIT A

LEGAL DESCRIPTION

That certain real property located in Oconee County, South Carolina, consisting of approximately 27 acres, as generally depicted on the map below [and which shall be specifically determined in accordance with the terms of Section 11(d) of the Purchase and Sale Agreement. As of the date of this Agreement, the Land is a portion of tax parcel 221-00-01-001, as reflected in the records of the Oconee County, South Carolina tax assessor's office.]

The Land is the area outlined in red below:



EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the "*Company*"), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 20__ between Oconee County, South Carolina, and the Company (the "*Agreement*"), as follows:

(1) The total investment made by the Company and any Sponsor Affiliates in the Project during the calendar year ending December 31, 20__ was \$_____.

(2) The cumulative total investment made by the Company and any Sponsor Affiliates in the Project from the period beginning _____, 20__ (that is, the beginning date of the Investment Period) and ending December 31, 20__, is \$_____.

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 20__.

Name: _____
Its: _____

EXHIBIT C

INFRASTRUCTURE INVESTMENT CERTIFICATION

I _____, the _____ of _____ (the "**Company**"), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 20__ between Oconee County, South Carolina, and the Company (the "**Agreement**"), as follows:

(1) As of the date hereof, the aggregate amount of Special Source Revenue Credits previously received by the Company and any Sponsor Affiliates is \$_____.

(2) As of December 31, 20__, the aggregate amount of investment in costs of Infrastructure incurred by the Company and any Sponsor Affiliates during the Investment Period is not less than \$_____.

(3) **[Use only if expenditures for personal property will be used to account for Special Source Revenue Credits.]** Of the total amount set forth in (2) above, \$_____ pertains to the investment in personal property, including machinery and equipment, at the Project. The applicable personal property, and associated expenditures, are listed below:

Personal Property Description

Investment Amount

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand this ____ day of _____, 20__.

Name: _____
Its: _____

EXHIBIT D

JOINDER AGREEMENT

Reference is hereby made to that certain Fee in Lieu of Tax and Special Source Credit Agreement, effective _____, 2021 (“Fee Agreement”), between Oconee County, South Carolina (“County”) and Oconee Housing Solutions, LLC, a limited liability company organized and existing under the laws of the State of Georgia and duly authorized to do business in the State of South Carolina (“Company”).

1. Joinder to Fee Agreement. The undersigned hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement; (b) acknowledges and agrees that (i) in accordance the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Company for purposes of the Project and such designation has been consented to by the County in accordance with the Act (as defined in the Fee Agreement); (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act; and (iii) the undersigned shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the Fee Agreement.

2. Capitalized Terms. All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Fee Agreement.

3. Governing Law. This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.

4. Notice. Notices under Section 7.01 of the Fee Agreement shall be sent to:

[]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

[JOINING COMPANY]

Signature: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Company consents to the addition of the above-named entity becoming a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

[OCONEE HOUSING SOLUTIONS, LLC]

Signature: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the County consents to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

OCONEE COUNTY, SOUTH CAROLINA

Signature: _____

Name: _____

Title: _____

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this “Agreement”) is effective as of October [], 2021, by and between OCONEE COUNTY, a body politic and corporate and a political subdivision of the State of South Carolina (“Seller”), and OCONEE HOUSING SOLUTIONS, LLC, a Georgia limited liability company (“Buyer”).

WHEREAS, Seller desires to sell and convey the Property to Buyer, and Buyer desires purchase and acquire the Property from Seller, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** For purposes of this Agreement, each of the following terms, when used herein with an initial capital letter, shall have the meaning ascribed to it as follows:

“**Business Day**” shall mean a day other than a Saturday, Sunday, or holiday observed by the United States Postal Service.

“**Closing**” shall mean the closing and consummation of the purchase and sale of the Property pursuant to this Agreement.

“**Declaration**” shall refer to any reciprocal easement agreement, declaration, CC&R, or similar agreement that burdens or benefits the Real Property, which shall include, without limitation, the Declaration of Covenants, Conditions, Restrictions, and Easements for the Oconee Industry and Technology Park f/k/a The Echo Hills Business and Industrial Park, dated December 4, 2017, recorded at Book 2319, Page 265 in the records of the Oconee County Register of Deeds (the “**Park Declaration**”).

“**Development Approvals**” shall mean all federal, state, county, and municipal government permits, approvals, and modifications that are necessary for Buyer’s contemplated development and use of the Real Property, which are acceptable to Buyer in its sole discretion, and do not impose upon Buyer or the Real Property any conditions to or limitations on the acquisition, development or use of the Real Property which are unacceptable to Buyer in its sole discretion. The “**Development Approvals**” shall include, but not be limited to, (i) any rezoning or zoning modifications required to allow for Buyer’s contemplated development and use of the Real Property, (ii) any subdivision, re-subdivision, lot consolidation or parcel maps, plats or plans or other similar legal subdivisions, re-subdivisions, partitions, consolidations or recombinations of the Real Property, portions thereof or larger parcels which include the Real Property which may be required by Buyer, (iii) site plan approvals, (iv) written confirmation of availability of all utilities (including easements necessary for delivery of services to the Property) required by Buyer, (v) all approvals and permits (or modifications thereto) by or from the municipal governing body(ies) or other agencies or boards for Buyer’s contemplated development or use of the Real Property (including, but not limited to, land disturbance and erosion control permits), (vii) a building permit to allow for the vertical construction of Buyer’s contemplated development of the Real Property, and (viii) economic development incentives and credits for Buyer’s contemplated development and operation of the Property. A Development Approval shall not be considered to have been received by Buyer for purposes of this Agreement until the expiration of applicable statutory periods of appeal of the issuance of the Development Approval without an appeal being filed or, if the

Development Approval has been issued by the duly authorized governmental body or agency but the issuance of the Development Approval has been appealed, when an appeal of an Development Approval has been resolved in Buyer's favor such that the Development Approval is issued either by court decision that cannot be further appealed or by settlement.

“Escrow Agent” shall mean Fidelity National Title Insurance Company.

“Hazardous Substances” shall mean any and all hazardous, extremely hazardous, or toxic substances or wastes or constituents as those terms are defined by any applicable Hazardous Substance Law (including, without limitation, CERCLA and RCRA) and petroleum, petroleum products, asbestos or any asbestos-containing materials, the group of organic compounds known as polychlorinated biphenyls (PCBs), flammables, explosives, radioactive materials, and chemicals known to cause cancer or reproductive toxicity.

“Hazardous Substance Law” shall mean any and all federal, state, or local laws, rules, regulations, ordinances, agency or judicial orders and decrees, and agency agreements now and hereafter enacted or promulgated or otherwise in effect, relating to the protection of the environment, including, without limitation, the Resource Conservation and Recovery Act of 1976 (“RCRA”), 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986 (“SARA”), the Hazardous Materials Transportation Act, 49 U.S.C. §6901, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §2601 et seq., and the Safe Drinking Water Act, 42 U.S.C. §300f et seq., and all amendments, regulations, orders and decrees promulgated thereunder or pursuant thereto.

“Improvements” shall collectively mean any buildings, structures, and other improvements located on the Land.

“Intangible Personal Property” shall mean all intangible personal property owned by Seller and related exclusively to the Real Property, including, without limitation (i) any development rights, (ii) any plans and specifications and other architectural and engineering drawings for the Improvements or any other improvements contemplated in connection with the development or potential development of the Land, (iii) any warranties, and (iv) any governmental permits, approvals and licenses (including any pending applications).

“Land” shall mean that certain real property located in Oconee County, South Carolina, consisting of approximately 27 acres, as generally depicted on the attached Exhibit A, and which shall be specifically determined in accordance with the terms of Section 11(d). As of the date of this Agreement, the Land is a portion of tax parcel 221-00-01-001, as reflected in the records of the Oconee County, South Carolina tax assessor's office.

“Permitted Title Exceptions” shall mean (i) taxes and assessments for the year in which the Closing occurs and subsequent years, (ii) such state of facts shown on the Survey and not timely objected to by Buyer pursuant to Section 11 of this Agreement, and (iii) title exceptions listed in the Title Commitment and not timely objected to by Buyer pursuant to Section 11 of the Agreement.

“Property” shall mean the Real Property and all of Seller’s right, title, and interest in and to the Intangible Personal Property.

“Real Property” shall mean the Land, together with (i) any Improvements, (ii) all rights, benefits, easements, and other appurtenances relating thereto, and (iii) all strips and gores and any land lying in the bed of any street, road, alley, open or proposed, adjoining the Land.

“Title Company” shall mean Fidelity National Title Insurance Company, or any other title insurance company acceptable to Buyer.

2. **Purchase and Sale of the Property.** Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions set forth herein.

3. **Purchase Price.** The purchase price for the Property (the “Purchase Price”) shall be an amount equal to \$10,000 multiplied by the total acreage of the Land (as set forth on the Plat approved (or deemed approved) by Seller pursuant to Section 11(d)). For illustrative purposes only, if the Land is so determined to be 27 acres, then the Purchase Price would be \$270,000. The Purchase Price, as adjusted by any prorations, credits, or other adjustments set forth in this Agreement, shall be paid by Buyer to Seller (via Escrow Agent or otherwise) at the Closing in United States dollars, by Federal Reserve System wire transfer or other immediately available funds.

4. **Earnest Money.** Within 10 Business Days of the execution of this Agreement, Buyer shall deposit with Escrow Agent the sum of \$27,000 as an earnest money deposit under this Agreement (the “Earnest Money”). The Earnest Money shall be held and disbursed in accordance with the terms of this Agreement, including the escrow provisions set forth on Exhibit B. Whenever the Earnest Money is by the terms hereof, to be disbursed by Escrow Agent, Seller and Buyer agree promptly to execute and deliver such notices as necessary or, in the opinion of Escrow Agent, appropriate to authorize Escrow Agent to make such disbursement. The Earnest Money shall be credited to and applied toward the Purchase Price at the Closing.

5. **Closing.** The Closing shall be conducted by escrow through the Title Company on the earlier of (i) the date that is 180 days after the date of this Agreement (the “Outside Closing Date”), or (ii) any date prior to the Outside Closing Date chosen by Buyer and set forth in a written notice from Buyer to Seller at least 10 Business Days prior thereto (as applicable, the “Closing Date”). At the Closing, Escrow Agent shall disburse the Earnest Money (and, if applicable, the balance of the Purchase Price delivered by Buyer) to Seller by Federal Reserve System wire transfer or other immediately available funds.

6. **Closing Deliverables.** For and in consideration of Buyer’s delivery to Seller of the Purchase Price, Seller shall obtain and deliver to Buyer at the Closing (via Escrow Agent or otherwise) the following documents (all of which shall be duly executed, acknowledged, and witnessed, as applicable):

(a) a limited warranty deed in a form reasonably acceptable to Buyer and the Title Company conveying to Buyer the Real Property, subject only to the Permitted Title Exceptions, but which shall contain a specific reference to the Park Declaration;

(b) a general assignment in a form reasonably acceptable to Buyer conveying all of Seller’s right, title, and interest in and to the Intangible Personal Property;

(c) a title affidavit in the form required by the Title Company in order to issue to Buyer an extended coverage owner’s policy of title insurance without exception for mechanic’s, materialmen’s or

other statutory liens, unrecorded encumbrances, or other rights of parties in possession, and acceptable to Seller, in its reasonable discretion;

(d) a closing statement setting forth the prorations, credits, debits, and disbursements to be made at the Closing in accordance with this Agreement;

(e) a properly completed property transfer tax return or affidavit, if any, in form and substance appropriate to the jurisdiction in which the Land is located;

(f) any affidavit or certification reasonably required by the Title Company or Buyer in order to confirm that Seller is not a foreign entity pursuant to applicable tax laws, and acceptable to Seller, in its reasonable discretion;

(g) a reaffirmation of Seller's representations and warranties contained in this Agreement;

(h) such evidence as the Title Company shall reasonably require as to the authority of Seller to enter into this Agreement and to discharge the obligations of Seller pursuant hereto, and acceptable to Seller, in its reasonable discretion; and

(i) any other instructions, documents or information as Buyer or the Title Company may reasonably request as necessary to consummate the purchase and sale contemplated by this Agreement, as are acceptable to Seller, in its reasonable discretion.

7. **Closing Costs.** At the Closing, (i) Seller shall pay the cost of recording the deed referenced in Section 6(a), and (ii) Buyer shall pay the costs of examination of title to the Real Property and any owner's title insurance policy therefor, and any mortgage recording or intangibles tax related to Buyer's financing of the Property. Any escrow or closing fees charged by the Title Company shall be paid by Buyer. Otherwise, Seller and Buyer shall pay their own respective costs incurred with respect to the consummation of the purchase and sale of the Property as contemplated herein, including, without limitation, attorneys' fees.

8. **Closing Prorations.** The following items shall be prorated between Seller and Buyer as of the Closing Date:

(a) Any state, county, city, or property taxes and assessments relating to the Property for the tax period in which the Closing occurs. If the actual tax bills for the tax period of Closing have not then been issued, then such proration shall be based on such taxes for the prior tax period.

(b) Sanitary sewer taxes and utility charges.

(c) Charges or payments due under any Declaration.

Any prorations favoring Buyer shall reduce the Purchase Price accordingly, and any prorations favoring Seller shall increase the Purchase Price accordingly. If the parties make any errors or omissions in such prorations or otherwise determine any dollar amount prorated to be incorrect, each agrees, upon notice from the other no later than 12 months after the Closing, to make any adjustment necessary to correct the error, including payment of any amount to the other then determined to be owing, provided, however, subsequent tax bills shall not be grounds to re-prorate taxes. This Section 8 shall survive the Closing for the duration of such 12 month period.

9. **Seller's Representations and Warranties.** The Seller represents and warrants to Buyer as follows:

(a) Seller has good and marketable fee simple title to the Property, free and clear of any liens, claims or encumbrances other than the Permitted Title Exceptions, and, to the best of Seller's knowledge, none of the Property is subject to any unrecorded interests or any rights or options to purchase in favor of any third party.

(b) Seller is a body politic and corporate and a political subdivision of the State of South Carolina. Subject to one or more approving ordinances of Seller's governing body (which, if approved by Seller's governing body, Seller shall obtain and deliver to Escrow Agent prior to the Closing), Seller (and the person(s) executing this Agreement on its behalf) is duly authorized to enter into this Agreement and convey the Property to Buyer.

(c) Seller has not received written notice of any actions, lawsuits or proceedings pending or threatened against the Seller which affect the Property or the ability of the Seller to convey the Property.

(d) To the best of Seller's knowledge, Seller has not used or operated the Property in any manner for the storage, use, treatment, manufacture or disposal of any Hazardous Substances, and the Property has never been used or operated for the storage, use, treatment, manufacture, or disposal of any Hazardous Substances. Furthermore, to the best of Seller's knowledge, the Property is not in violation of any environmental law, statute, regulation, or ordinance, and Seller has not received any notice or communication of any pending or threatened claims with respect thereto.

(e) To the best of Seller's knowledge, none of the Property is subject to any actual or threatened condemnation or other governmental action that may adversely affect any portion of the Property.

(f) There is no default or breach by Seller nor, to the best of Seller's knowledge, any other party thereto, under any Declaration which are to be performed or complied with by the owner of the Property, and no condition or circumstance exists which, with the giving of notice or the passage of time, or both, would constitute a default or breach by Seller nor, to the best of Seller's knowledge, any other party thereto, under any Declaration.

(g) To the best of Seller's knowledge, there are no tenants or occupants of the Property, and no person or entity now has, or at the time of Closing will have, any possessory interest in the Property, under a lease or otherwise.

(h) To the best of Seller's knowledge, there are no service contracts or other operational agreements affecting the Property.

The representations and warranties of Seller under this Agreement (i) are true, correct, and complete, and are in full force and effect and binding on Seller as of the date hereof, and (ii) shall be true and correct and in full force and effect, as the case may be, and deemed to have been reaffirmed and restated by Seller as of the date and time of the Closing. Furthermore, such representations and warranties shall survive the Closing for a period of 6 months.

10. **Due Diligence.**

(a) **Inspection Right.** Buyer shall have until 5:00pm Eastern time on the date that is 90 days after the date of this Agreement (such period being the "Inspection Period") to test and inspect the

Property and all improvements thereon at Buyer's risk and expense, and to obtain such information as Buyer may require with respect to the potential development of the Property. Buyer shall have the right to obtain, without limitation, title reports, surveys, structural reports, engineering reports, environmental reports, condition reports, development plans, and construction cost estimates as part of such inspection, provided, however, Buyer may not perform any inspections of an invasive nature at the Land without the consent of Seller (which shall not be unreasonably withheld, conditioned, or delayed). Furthermore, Buyer shall use good faith, diligent efforts to conduct its investigations of the Land in such a manner as to not unreasonably disturb the ongoing operations of Seller or any adjacent land owners. In connection with such inspections, Seller hereby grants Buyer and its agents access to the Property therefor. Buyer agrees to repair any damage caused by such inspections and to indemnify and hold Seller harmless from and against any and all liens, claims or causes of action, including reasonable attorney's fees, arising from the activities conducted by Buyer or its agents on the Property, except to the extent the same arise from the negligence or willful misconduct of Seller, its employees, or agents. In the event that Buyer does not terminate this Agreement before the expiration of the Inspection Period, then the rights of access and inspection to the Property granted to Buyer hereunder shall continue through the Closing.

(b) Seller Documents. Within 5 Business Days after execution of this Agreement, Seller shall deliver to Buyer true, correct, and complete copies of all existing title insurance policies, surveys, environmental reports, geotechnological reports, tax bills, title reports, condition reports, leases or other occupancy agreements, inspection reports, environmental reports, notices, licenses, permits, service contracts, litigation notices, and other documents related to the ownership, use or condition of the Property, which are in Seller's possession or reasonable control. Such delivery may be made electronically via email or a data site transmitted to Buyer.

(c) Termination Right. If the results of the inspections of the Property are unsatisfactory to Buyer, in its sole discretion, or for any other reason whatsoever, Buyer may terminate this Agreement by giving written notice thereof to Seller prior to the expiration of the Inspection Period, in which case the Earnest Money shall be returned to Buyer by Escrow Agent, and the parties shall have no further rights or obligations hereunder, except for those which expressly survive any termination of this Agreement. If Buyer does not exercise its right to terminate this Agreement prior to the expiration of the Inspection Period then the Earnest Money shall become non-refundable to Buyer, except as otherwise expressly set forth in this Agreement.

11. Title/Survey.

(a) Conveyance at Closing. Seller shall convey to Buyer good and marketable fee simple title to the Real Property at the Closing, free and clear of all liens and encumbrances, subject only to (i) the Permitted Title Exceptions and (ii) any other matters of title of which Seller has given Buyer written notice and Buyer fails to timely object to the same in writing. Seller agrees not to further alter or encumber in any way Seller's title to the Property after the date of this Agreement without Buyer's prior written consent.

(b) Objections. Buyer may, at its option, obtain a title insurance commitment with respect to the Real Property (the "Title Commitment"). Buyer shall have until 15 days prior to the expiration of the Inspection Period to give written notice to Seller of any objections to matters of title and survey (such notice being, the "Objections Notice"; such matters contained in any Objections Notice being "Objections"). If Buyer fails to timely deliver any Objections Notice, then Buyer shall be deemed to have waived such right to object to any exceptions or defects then disclosed in the Title Commitment (except for any Monetary Liens, which must be removed by Seller pursuant to subsection (c) below) or the Survey. If Buyer timely delivers the Objections Notice, then Seller may, by delivering written notice thereof to Buyer within 10 days of receipt of the Objections Notice, elect (i) not to take any action to cure such Objections,

or (ii) to cure or satisfy such Objections (any such notice being an “Objections Response”). If Seller does not provide an Objections Response within such 10-day period, then Seller shall be deemed to have elected option (i) above. If Seller elects to cure or satisfy any of the Objections, then Seller shall be obligated to cure or satisfy such Objections on or before 12:00pm Eastern time on the Closing Date. If Seller does not timely provide an Objections Response or the Objections Response does not contain Seller’s election to satisfy all Objections, then within 5 days of the earlier of the foregoing to occur, Buyer may (x) terminate this Agreement by providing written notice thereof to Seller, or (y) waive the Objections to which Seller has not affirmatively committed to cure or satisfy and proceed to the Closing pursuant to the remaining terms and conditions of this Agreement. If Buyer does not affirmatively elect option (x) or (y) above within such 5-day period, then it shall be deemed to have elected option (y). If Buyer terminates this Agreement pursuant to this Section 11, then the Earnest Money shall be returned to Buyer and the parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination.

(c) Monetary Liens. Seller shall remove any monetary liens against the Property (collectively, “Monetary Liens”) at or before the Closing. To the extent any Monetary Liens have not been removed by 12:00pm Eastern time on the Closing Date, Buyer may (without any obligation to do so), cause any such Monetary Liens to be removed at the Closing and apply the cost thereof against the Purchase Price, but only if the Closing is actually consummated.

(d) Plat; Subdivision.

(i) Plat. Buyer shall, at its sole cost and expense, cause a surveyor to prepare a current plat of survey of the Real Property (as may be updated, from time to time, pursuant to the procedure set forth in subsection (ii) below, the “Plat”). The Plat shall (i) depict the number of gross acres contained within the boundaries of the Land to the nearest one-hundredth of an acre, but in no event shall the acreage of the Land be less than 24 or more than 30, and (ii) depict the Land as substantially in the location and configuration as shown on Exhibit A.

(ii) Review of Plat. Buyer shall provide a copy of the Plat to Seller for its approval thereof. Within 10 Business Days of receipt of the Plat, Seller shall either (i) notify Buyer that it approves the Plat, in which case the legal description of the Land shall be as set forth on the Plat, or (ii) notify Buyer in writing if the Plat is not acceptable to Seller, with an explanation in reasonable detail as to its specific objections thereto. If Seller does not provide such a notice within such 10 Business Day period, then the Plat shall be deemed approved by Seller, and the legal description of the Land shall be as set forth on the Plat. If Seller provides a notice disapproving of the Plat within such 10 Business Day period, then Buyer shall use good faith efforts to cause its surveyor to modify the Plat to account for Seller’s reasonable objections. If at any point in the future Buyer provides an updated Plat to Seller, the foregoing approval procedure shall be repeated until Seller approves (or is deemed to have approved) the Plat.

(iii) Subdivision. At any time after Seller’s approval (or deemed approval) of the Plat, Buyer may proceed to cause the Land to be legally subdivided as a distinct parcel in accordance with applicable Oconee County, South Carolina requirements (the “Subdivision”). Seller shall use good faith, diligent efforts to cooperate with Buyer in connection with the Subdivision, which shall include, without limitation, promptly executing any necessary documents in connection therewith.

(iv) ALTA Survey. Buyer may, at its sole cost and expense, obtain an ALTA survey of the Real Property (the “Survey”).

(e) Changes in Title/Survey. Buyer shall have the right to object to any new title exception or defect disclosed in any update to the Title Commitment or any new matter disclosed on any update to the Survey (a “New Matter”), in which case it shall have the same rights with respect to such New

Matter as to any Objections set forth in subsection (b) above (including, without limitation, the right to terminate this Agreement and receive the Earnest Money according to the procedures set forth in subsection (b) above). The Closing Date shall be automatically extended to allow any time period contemplated by this subsection (e) to run fully.

(f) Declaration Estoppels. Buyer may, from time to time, notify Seller of any Declaration for which Buyer desires to obtain a written estoppel certificate in a form required by Buyer, and which is reasonably acceptable to Seller, from the declarant or owners' association thereunder. Within 5 Business Days after receipt of any such request that includes Buyer's proposed form of such estoppel certificate, Seller shall request in writing of the applicable signatory party thereto that it executes and delivers such estoppel certificate and shall diligently pursue execution thereof by such party after such request (including, without limitation, coordinating any modifications thereto requested by such party or Buyer). Any such signed estoppel certificate is referred to as a "Declaration Estoppel." To the extent any Declaration Estoppel discloses a default or delinquency of Seller thereunder, (i) that may be cured entirely by the payment of a clearly defined amount of money, then such amount shall be deemed to be a Monetary Lien, and (ii) Seller shall in good faith cure such default or delinquency to the reasonable satisfaction of Buyer and the Title Company prior to the Closing. In the event that any Declaration Estoppel is dated more than 45 days prior to the Closing Date, Buyer may, at any time prior to the Closing, request of Seller that such Declaration Estoppel is "brought forward" to a date within such 45 day period, which process shall be subject to all of the same terms above.

(g) Park Declaration Approval. To the extent that the Park Declaration requires the approval of an architectural review board, owners association, or similar governing body or entity in connection with Buyer's contemplated development of the Real Property (the "Park Declaration Approval"), Seller shall, within 5 Business Days after receipt of Buyer's proposed form, and which is reasonably acceptable to Seller of any Park Declaration Approval, request in writing of the applicable signatory party thereto that it executes and delivers the same, and shall diligently pursue execution thereof by such party after such request (including, without limitation, coordinating any modifications thereto requested by such party or Buyer).

(h) Acknowledgement of Park Declaration. Buyer expressly acknowledges that the Land is subject to the Park Declaration, including, without limitation, any repurchase rights of Seller set forth therein.

12. Conditions to Closing. In addition to other conditions set forth in this Agreement, Buyer's obligation to close on the purchase of the Property is subject to and contingent upon the following conditions precedent, any or all of which Buyer may waive by written notice only:

(a) All representations and warranties of Seller contained in this Agreement shall be true and correct on the Closing Date.

(b) There shall be no material adverse change to the condition of the Property or otherwise affecting the Property between the time of Buyer's inspection(s) of the Property prior to the expiration of the Inspection Period and the Closing Date, including, but not limited to, (i) environmental contamination, (ii) access, and (iii) any moratorium in place or threatened which would restrict or prevent Buyer from starting and continuing construction on Buyer's proposed development of the Land within 30 days after the Closing Date.

(c) The willingness of the Title Company to issue, on the Closing Date, upon the sole condition of the payment of an amount no greater than its regularly scheduled premium, its standard extended ALTA form owner's policy of title insurance, insuring the amount of the fair market value of the

Property that title to the Real Property is vested of record in Buyer on the Closing Date, subject only to the Permitted Title Exceptions.

(d) Seller has performed all obligations and complied with all covenants required in this Agreement to be performed or complied with by it prior to or at the Closing.

(e) Seller has approved (or is deemed to have approved) the Plat, and the Subdivision has been legally effectuated.

(f) Buyer has received all Development Approvals that Buyer has lawfully and timely requested from any person, entity, department, or division directly or indirectly controlled by Seller, and the same are in full force and effect.

(g) Seller has delivered to Buyer (i) a Declaration Estoppel for the Park Declaration, and (ii) the Park Declaration Approval, each in a form required by Buyer and reasonably acceptable to Seller.

If any of the conditions precedent set forth above are not satisfied or waived in writing by Buyer by 12:00pm Eastern time on the Closing Date, Buyer may, but shall not be obligated to, elect at its sole option by notice to Seller, either to (i) terminate this Agreement, in which event the Earnest Money shall be returned to Buyer, and the parties hereto shall have no further rights or obligations hereunder, except for those rights and obligations which expressly survive such termination, or (ii) close without regarding to the failure of such condition. The foregoing election is not intended to be in derogation of, but shall be in addition to, Buyer's remedies for Seller's default hereunder, and does not negate, modify, or amend the representations, warranties, or post-closing covenants of Seller contained herein, which representations, warranties and post-closing Covenants shall survive the Closing as herein provided.

13. **Seller Covenants.** From the date of this Agreement to the Closing, Seller shall ensure the following:

(a) Seller shall operate and manage the Property in a manner consistent with Seller's practices in effect prior to the date of this Agreement.

(b) Seller shall, within 5 Business Days after receipt thereof (but in no event shall such period extend beyond 9:00am Eastern Time on the Closing Date), provide Buyer with a copy of any letter, notice, or other communication that it receives during the pendency of this Agreement that relates to the Property.

(c) Seller shall not convey any portion of the Property or any rights therein, or enter into any conveyance, security document, easement, or other agreement, or amend any existing agreement, granting to any person or entity (other than Buyer) any rights with respect to the Property or any part thereof or any interest whatsoever therein, without Buyer's prior written consent.

(d) Buyer acknowledges that Buyer shall be solely responsible for obtaining the Development Approvals (in its sole discretion) to enable Buyer to develop the Property. Seller shall, however, at no material cost and expense to Seller, cooperate with Buyer in good faith and join with Buyer in the execution of any documents necessary to obtain such Development Approvals.

14. **Default.**

(a) **Buyer's Default.** If the Closing does not occur as a result of a default by Buyer under the terms of this Agreement, the Earnest Money shall be paid to Seller, and Seller shall be entitled, as its sole and exclusive remedy hereunder, to retain the Earnest Money as full liquidated damages for such default of Buyer, whereupon this Agreement shall terminate and the parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination. It is hereby agreed that Seller's damages in the event of a default by Buyer hereunder are uncertain and difficult to ascertain, and that the Earnest Money constitutes a reasonable liquidation of such damages and is intended not as a penalty, but as full liquidated damages. Seller hereby waives and covenants not to bring any action or suit, whether legal or equitable, against Buyer for damages or other redress in the event of Buyer's default hereunder.

(b) **Seller's Default.** In the event of a default by Seller under the terms of this Agreement which is first discovered by Buyer prior to the Closing, Buyer's remedies hereunder shall be either to (a) terminate this Agreement, receive a refund of the Earnest Money, and seek any other remedies available to Buyer at law or in equity, or (b) seek specific performance of Seller's obligations under this Agreement. In the event that Buyer first discovers after the Closing that any representation, warranty, or covenant contained herein was untrue or breached, as the case may be, as of the Closing Date, Buyer shall be entitled to all remedies provided for herein or otherwise available to Buyer at law or in equity. This Section 14 shall survive the Closing or any earlier termination of this Agreement.

15. **Damage to Property; Condemnation.**

(a) **Casualty.** In the event that prior to the Closing there is (i) a threatened, pending, or effected condemnation concerning the Property (a "Condemnation"), or (ii) any damage to the Property or any part thereof (a "Casualty"), and Buyer does not terminate this Agreement pursuant to this Section 15, then Buyer shall accept the Property in its then condition, and proceed with the transaction contemplated by this Agreement and Seller shall assign to Buyer at the Closing all of Seller's rights to any insurance proceeds payable by reason of such Casualty or any amounts payable due to such Condemnation; provided that, to the extent that as a result of such Casualty, a material health or safety issue results such that the applicable governmental authority requires commencement of repair prior to Closing, Seller shall commence such repairs (and the amount of insurance proceeds payable to Buyer shall be reduced by Seller's costs of such repairs) and diligently pursue completion of the same during the term of this Agreement. Seller shall not compromise, settle, or adjust any claims related to a Casualty or Condemnation without Buyer's prior written consent, which consent shall not be unreasonably withheld, delayed, or conditioned. This Section 15 shall survive the Closing or earlier termination of this Agreement.

(b) In the event that Buyer becomes aware of a Condemnation or Casualty, it may terminate this Agreement at any time thereafter by providing written notice thereof to Seller, in which case the Earnest Money shall be returned to Buyer and neither party hereto shall have any further rights or obligations hereunder, except for those which expressly survive any such termination.

16. **Real Estate Commission.** Seller represents and warrants to Buyer that Seller is not represented by any real estate broker or agent in connection with the transaction(s) contemplated by this Agreement. Buyer represents and warrants to Seller that Buyer is not represented by any real estate broker or agent in connection with the transaction(s) contemplated by this Agreement. This Section 16 shall survive the Closing or any earlier termination of this Agreement.

17. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors and

permitted assigns. Buyer shall not assign, transfer, convey, hypothecate, or otherwise dispose of all or any part of its right, title, and interest in this Agreement of Buyer's rights hereunder or any part thereof to any person, firm, partnership, corporation, or other entity without the prior written consent of Seller (not to be unreasonably withheld, conditioned, or delayed), except that Buyer may assign this Agreement without the prior written consent of Seller to (i) an Affiliate of Buyer, or (ii) to any firm, partnership, corporation or other entity in which Buyer and/or one or more Affiliates of Buyer have a direct or indirect ownership interest. In the event of any such assignment by Buyer without Seller's prior written consent, however, the named Buyer hereunder shall remain jointly and severally liable for the obligations of "Buyer" under this Agreement. For the purposes of this paragraph, "Affiliate" means a person or entity who, directly or indirectly through one or more intermediaries, owns or controls, is owned or controlled by, or is under common control or ownership with the person or entity in question. Seller shall not assign, transfer, convey, hypothecate or otherwise dispose of all or any part of its right, title and interest in the Property or this Agreement.

18. **Notices.** Wherever any notice or other communication is required or permitted hereunder, such notice or other communication shall be in writing and shall be delivered by (a) hand, (b) nationally-recognized overnight express delivery service, or (c) electronic mail (provided that if the receiving Party has not acknowledged receipt thereof within one (1) Business Day after such delivery (which acknowledgement may be given by such party or its counsel via a "read receipt" or response via electronic mail), then the delivering party shall send a copy of such notice via method (a) or (b) above) to the addresses set out below or at such other addresses as are specified by written notice delivered in accordance herewith:

Seller: Oconee County, South Carolina
415 South Pine Street
Walhalla, SC 29691
Attn. Amanda Brock, County Administrator
Email: abrock@oconeesc.com

With a copy to: Oconee Economic Alliance
(does not constitute notice) 528 US 123 Bypass
Suite G
Seneca, South Carolina 29678
Attn.: Annie Caggiano, President

With a copy to: Oconee County Attorney
(does not constitute notice) 415 South Pine Street
Walhalla, South Carolina 29691
Attn.: David Root
Email: droot@oconeesc.com

With a copy to: Kozlarek Law LLC
(does not constitute notice) Attn: Michael E. Kozlarek, Esq.
Post Office Box 565
Greenville, South Carolina 29602-0565
Email: michael@kozlareklaw.com

Buyer: Oconee Housing Solutions, LLC
945 East Paces Ferry Rd. NE
Suite 2650
Atlanta, Georgia 30326
Attn.: Cecil Phillips
Email: cphillips@impacthousing.global

With a copy to: Bird, Loechl, McCants & Holliday, LLC
(does not constitute notice) 3414 Peachtree Road NE
Suite 1150
Atlanta, Georgia 30326
Email: jupshaw@birdlawfirm.com

Any notice or other communication sent as hereinabove provided shall be deemed received (a) on the date of delivery, if delivered by hand or overnight express delivery service, (b) on the date indicated on the return receipt if mailed, or (c) on the date of transmission, if sent by electronic transfer device on or before 5:00pm Eastern time (if sent after such time on such day, then it shall be deemed received on the next Business Day), provided that if the receiving Party did not acknowledge receipt thereof within one (1) Business Day after such delivery, then the delivering Party sent a copy of such notice via method (a) or (b) described above.

19. **Time is of the Essence; Effectiveness.** Both parties agree that time is of the essence for this Agreement. This Agreement shall not be binding upon either party until both parties hereto have executed and delivered the same. Such delivery may be made by and to the parties or their respective representatives via electronic mail.

20. **No Waiver.** Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

21. **Date for Performance.** If the time period or date by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on any day other than a Business Day, then such time period shall be automatically extended through 5:00 p.m. Eastern time on the next Business Day.

22. **No Marketing.** During the pendency of this Agreement, Seller shall not list the Property with any broker or otherwise solicit or make or accept any offers to sell the Property, engage in any discussions or negotiations with any third party with respect to the sale or other disposition of the Property, or enter into any contracts or agreements (whether binding or not) regarding any disposition of the Property.

23. **Governing Law.** This Agreement shall be construed and interpreted under the laws of the state in which the Land is located, without regard to any conflict of law principles that may call for the application of the laws of any other jurisdiction.

24. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument. This Agreement may be executed electronically (e.g., via DocuSign) and delivered by electronic mail transmission (via .pdf or similar format). An executed copy of this Agreement delivered by electronic mail transmission (via a .pdf or similar format) shall be deemed to be an original counterpart hereof for all purposes.

25. **Recording.** Seller and Buyer agree that they will not record this Agreement. Seller shall, however, upon the request of Buyer, execute and deliver to Buyer a short form memorandum of this Agreement in a form reasonably required by Buyer, which Buyer may countersign and record in applicable public records at any time thereafter, provided, however, in the event the Closing does not occur for any reason other than a Seller default, then Buyer shall, upon the request of Seller, execute and deliver to Seller a termination of the short form memorandum of this Agreement in a form reasonably required by Seller, which Seller may countersign and record in applicable public records at any time thereafter.

26. **Miscellaneous.** This Agreement and the documents incorporated herein by reference contain the entire agreement of the parties hereto with respect to the Property, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein or incorporated herein by reference shall be of any force or effect. No amendment to this Agreement shall be binding on any of the parties hereto unless such amendment is in writing and is executed by the party against whom enforcement of such amendment is sought. The parties agree that this Agreement is the result of negotiation by the parties, each of whom was represented by counsel, and thus, this Agreement shall not be construed against the maker thereof. If any term or provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, then such term or provision shall be ignored, and to the maximum extent possible, this Agreement shall continue in full force and effect, but without giving effect to such term or provision. The Section titles in this Agreement are used only as a matter of convenience and in no way define, limit, or describe the scope or intent of such Section.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

SELLER:

OCONEE COUNTY,
a body politic and corporate and a political subdivision of
the State of South Carolina

By: _____
Name: _____
Title: _____

BUYER:

OCONEE HOUSING SOLUTIONS, LLC,
a Georgia limited liability company

By: Impact Housing Group, LLC, a Georgia limited
liability company, its sole member

By: _____
Name: Cecil Phillips,
Title: Chief Executive Officer

The undersigned hereby joins in this Agreement for the sole purpose of agreeing to perform the duties and obligations of Escrow Agent set forth in this Agreement (as the same may be amended, assigned, or otherwise modified, none of which shall require the consent or approval of Escrow Agent).

ESCROW AGENT:

FIDELITY NATIONAL TITLE INSURANCE
COMPANY

By: _____
Name: _____
Title: _____

EXHIBIT A

Land

The area outlined in red below:



EXHIBIT B

Escrow Provisions

1. Escrow Agent agrees to hold, administer, and disburse the Earnest Money pursuant to this Agreement. Escrow Agent shall hold the Earnest Money in a federally insured, non-interest bearing, savings account or other insured, non-interest-bearing account, as Seller and Buyer may jointly direct. Seller and Buyer agree that Escrow Agent may not use or otherwise invest the Earnest Money.
2. Escrow Agent shall disburse the Earnest Money only (i) pursuant to the express terms of this Agreement, (ii) upon receipt of written, joint directions from Seller and Buyer, (iii) upon receipt of written directions from Seller or Buyer that are delivered simultaneously to the other party and such other party does not object thereto within 5 Business Days of its receipt thereof, or (iv) upon receipt of a copy of a closing statement executed by Buyer and Seller at the Closing with authorization from Buyer and Seller to close. In the event of a dispute between Buyer and Seller sufficient in the sole discretion of Escrow Agent to justify its doing so, Escrow Agent shall tender into the registry or custody of any court of competent jurisdiction in which the Land is located the Earnest Money, together with such legal pleadings as the Escrow Agent may deem appropriate, and thereupon be discharged from all further duties and liabilities under this Agreement. Any such legal action may be brought in such court in which the Land is located as Escrow Agent shall determine to have jurisdiction thereof.
3. In performing any of its duties hereunder, Escrow Agent shall not incur any liability to anyone for any damages, losses, or expenses, except for Escrow Agent's willful default or breach of trust, and Escrow Agent shall accordingly not incur any such liability with respect to (i) any action taken or omitted in good faith upon advice of Escrow Agent's legal counsel given with respect to any questions relating to the duties and responsibilities of Escrow Agent under this Agreement, or (ii) any action taken or omitted in reliance upon any instrument, including any written notice of instruction provided for in this Agreement, not only as to Escrow Agent's due execution and the validity and effectiveness of Escrow Agent's provisions but also as to the trust and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons, and to conform with the provisions of this Agreement.
4. Notwithstanding anything to the contrary contained herein, in the event that Buyer terminates this Agreement on or before the expiration of the Inspection Period, Escrow Agent shall return the Earnest Money to Buyer without any required consent or agreement from Seller.

For informational purposes only, the primary contact information for Escrow Agent is below:

Fidelity National Title Insurance Company
3301 Windy Ridge Parkway, Suite 300
Atlanta, Georgia 30339
Attn.: Crystal Francis
Cell: (470) 506-4516
Email: crystal.francis@fntg.com

END OF EXHIBIT B

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE)
COUNTY OF PICKENS) **AGREEMENT FOR DEVELOPMENT OF A
JOINT COUNTY INDUSTRIAL AND
BUSINESS PARK (PROJECT RUBY SLIPPER)**

THIS AGREEMENT for the development of a joint county industrial and business park to be located initially only within Oconee County is made and entered into as of December 31, 2021, by and between Oconee County, South Carolina (“Oconee County”) and Pickens County, South Carolina (“Pickens County”).

RECITALS

WHEREAS, Oconee County and Pickens County are contiguous counties which, pursuant to Ordinance No. 2021-22, enacted by Oconee County Council on December [], 2021, and Ordinance No. [], enacted by Pickens County Council on December [], 2021, have each determined that, to promote economic development and thus encourage investment and provide additional employment opportunities within both counties, there should be developed, initially, in Oconee County, only, a joint county industrial and business park (“Park”), to be located upon property more particularly described in Exhibit A; and

WHEREAS, because of the development of the Park, property comprising the Park and all property having a situs therein is exempt from ad valorem taxation to the extent provided in Article VIII, Section 13(D) of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for such exemption.

NOW, THEREFORE, in consideration of the mutual agreement, representations, and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Binding Agreement. This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Oconee County and Pickens County, and their successors and assigns.

2. Authorization. Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. The Code of Laws of South Carolina, 1976, as amended (“Code”) and particularly, Section 4-1-170 thereof, satisfies the conditions imposed by Article VIII, Section 13(D) of the South Carolina Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. Location of the Park.

(A) As of the original execution and delivery of this Agreement, the Park consists of property that is located in Oconee County and which is now or is anticipated to be owned and/or operated by a company known as “Project Ruby Slipper” (“Company”), as more particularly described in Exhibit A. From time to time, the Park may consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of the county councils of

both Oconee County and Pickens County. If any property proposed for inclusion in the Park is located, at the time such inclusion is proposed, within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached a revised Exhibit A related to property located in Oconee County, or a revised Exhibit B related to property located in Pickens County, which shall contain a legal or other description of the parcel(s) to be included within the Park within Oconee County or Pickens County, as the case may be, as enlarged or diminished, together with a copy of the ordinances of Oconee County Council and Pickens County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Oconee County Council and by Pickens County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by Oconee County Council and Pickens County Council. Notice of such public hearings shall be published in newspapers of general circulation in Oconee County and Pickens County, respectively, at least once and not less than 15 days prior to such hearing. Notice of such public hearings shall also be served in the manner of service of process at least 15 days prior to such public hearing upon the owner and, if applicable, the lessee of any property which would be excluded from the Park by virtue of the diminution.

(D) Notwithstanding anything in this paragraph 3 to the contrary, in the event that a tract or site of land located in the Park is purchased and developed by a person or business enterprise whose employees, because of the nature of their employment, do not qualify for the corporate income tax credit provided in Section 12-6-3360 of the Code (“Non-Qualifying Site”), the Host County (defined below) may unilaterally remove by ordinance, the Non-Qualifying Site from the Park, so long as, and to the extent that such removal does not adversely impact any financing or other incentive then in effect.

4. Fee in Lieu of Taxes. To the extent provided in Article VIII, Section 13(D) of the South Carolina Constitution, all property located in the Park is exempt from all ad valorem taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of ad valorem taxes) equivalent to the ad valorem taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

5. Allocation of Expenses. Oconee County and Pickens County shall each be responsible for and bear expenses incurred in connection with the property located in that county’s portion of the Park, including, but not limited to, those incurred in the administration, development, operation, maintenance, and promotion of the Park, in the following proportions:

If the property is located in the Oconee County portion of the Park:

A.	Oconee County	100%
B.	Pickens County	0%

If the property is located in the Pickens County portion of the Park:

A.	Oconee County	0%
B.	Pickens County	100%

Notwithstanding anything herein to the contrary, to the extent that privately owned property is located in the Park, the owner of such property shall bear, exclusively, any expense associated with such property.

6. Allocation of Revenues. Oconee County and Pickens County shall receive an allocation of all net revenues (after payment of all Park expenses and other deductions from Park revenue necessitated by each agreement between the Host County and a project related to the project located in the Park) generated by the Park through payment of fees in lieu of *ad valorem* taxes in the following proportions:

If the property is located in the Oconee County portion of the Park:

A.	Oconee County	99%
B.	Pickens County	1%

If the property is located in the Pickens County portion of the Park:

A.	Oconee County	1%
B.	Pickens County	99%

With respect to such fees generated from properties located in the Oconee County portion of the Park, that portion of such fees allocated to Pickens County shall thereafter be paid by the Treasurer of Oconee County to the Treasurer of Pickens County within 15 business days following the end of the calendar quarter of receipt for distribution, and such distribution shall be made in accordance with this Agreement. With respect to such fees generated from properties located in the Pickens County portion of the Park, that portion of such fees allocated to Oconee County shall thereafter be paid by the Treasurer of Pickens County to the Treasurer of Oconee County within 15 business days following the end of the calendar quarter of receipt for distribution, and such distribution shall be made in accordance with this Agreement.

7. Revenue Allocation within Each County.

(A) Revenues generated by the Park through the payment of fees in lieu of ad valorem taxes shall be distributed to Oconee County and to Pickens County, according to the proportions established by Section 6 of this Agreement. Revenues allocable to Oconee County by way of fees in lieu of ad valorem taxes generated from properties located in Oconee County shall be distributed within Oconee County in accordance with the applicable governing ordinance of Oconee County in effect from time to time. Revenues received by Pickens County by way of fees in lieu of taxes from property in Oconee County in the Park shall be retained by Pickens County.

(B) Revenues allocable to Oconee County by way of fees in lieu of ad valorem taxes generated from properties located in the Pickens County portion of the Park shall be distributed solely to Oconee County. Revenues allocable to Pickens County by way of fees in lieu of ad valorem taxes generated from properties located in the Oconee County portion of the Park shall be distributed solely to Pickens County.

8. Fees in Lieu of Ad Valorem Taxes Pursuant to Title 4 or Title 12 of the Code. It is hereby agreed that the entry by Oconee County into any one or more fee in lieu of ad valorem tax agreements pursuant to Title 4 or Title 12 of the Code or any successor or comparable statutes (“Negotiated Fee in Lieu of Tax Agreements”), with respect to property located within the Oconee County portion of the Park and the terms of such agreements shall be at the sole discretion of Oconee County. It is further agreed that entry by Pickens County into any one or more Negotiated Fee in Lieu of Tax Agreements with respect to property located within the Pickens County portion of the Park and the terms of such agreements shall be at the sole discretion of Pickens County.

9. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code, allocation of the assessed value of property within the Park to Oconee County and Pickens County and to each of the taxing entities within the participating counties shall be in accordance with the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Section 6 and Section 7 of this Agreement.

10. Applicable Ordinances and Regulations. Any applicable ordinances and regulations of Oconee County including those concerning zoning, health, and safety, and building code requirements shall apply to the Park properties located in the Oconee County portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality’s applicable ordinances and regulations

shall apply. Any applicable ordinances and regulations of Pickens County including those concerning zoning, health, and safety, and building code requirements shall apply to the Park properties located in the Pickens County portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply.

11. Law Enforcement Jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Oconee County is vested with the Sheriff's Office of Oconee County, for matters within the Sheriff's Office's jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Pickens County is vested with the Sheriff's Office of Pickens County, for matters within the Sheriff's Office's jurisdiction. If any of the Park properties located in either Oconee County or Pickens County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is also vested with the law enforcement officials of the municipality for matters within their jurisdiction. Fire, sewer, water, and emergency medical and other similar services will be provided by the service district or other political unit within whose jurisdiction the Park premises are located.

12. Emergency Services. All emergency services in the Park shall be provided by those emergency service providers who provide the respective emergency services in that portion of the Host County.

13. South Carolina Law Controlling. This Agreement has been entered into in the State of South Carolina and shall be governed by and construed in accordance with South Carolina law, including for example, the availability and application of credits as permitted by Section 12-6-3360 of the Code.

14. Severability. In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

15. Counterpart Execution. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, and all of which, taken together, shall constitute but one and the same document.

16. Term; Termination. This Agreement shall extend for a term of 10 years from the effective date of this Agreement, or such later date as shall be specified in any amendment. Notwithstanding the foregoing provisions of this Agreement or any other provision in this Agreement to the contrary, this Agreement shall not expire and may not be terminated to the extent that Oconee County or Pickens County has outstanding contractual covenants, commitments, or agreements to any owner or lessee of Park property, including, but not limited to, [Project Ruby Slipper] ("Company"), to provide, or to facilitate the provision of, special source revenue credits, including, but not limited to, those set forth in that certain Fee in Lieu of Tax and Special Source Credit Agreement, by and between Oconee County, South Carolina and the Company, dated as of December [], 2021, as may be amended, modified, or supplemented from time to time (but the benefits of which, as of the date of this Agreement, are anticipated to expire on or before December 31, 2028), or other incentives requiring inclusion of property of such owner or lessee within the boundaries of a joint county industrial or business park created pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, unless the Host County shall first (i) obtain the written consent of such owner or lessee and, to the extent required (ii) include the property of such owner or lessee as part of another joint county industrial or business park created pursuant to Article III, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, which inclusion is effective immediately upon termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and the year first above written.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Chair of County Council
Oconee County, South Carolina

[SEAL]

Attest:

By: _____
Clerk to County Council
Oconee County, South Carolina

PICKENS COUNTY, SOUTH CAROLINA

By: _____
Chair of County Council
Pickens County, South Carolina

[SEAL]

Attest:

By: _____
Clerk to County Council
Pickens County, South Carolina

EXHIBIT A
OCONEE COUNTY PROPERTY

[DESCRIPTION TO BE INSERTED PRIOR TO ADOPTION]

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT B
PICKENS COUNTY PROPERTY

NONE

[REMAINDER OF PAGE INTENTIONALLY BLANK]

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2021-25**

AN ORDINANCE TO DEVELOP A JOINT COUNTY INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH ANDERSON COUNTY, SUCH INDUSTRIAL/BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN ANDERSON COUNTY AND ESTABLISHED PURSUANT TO SEC. 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH ANDERSON COUNTY TO PROVIDE FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF *AD VALOREM* TAXATION; AND OTHER MATTERS RELATED THERETO.

BE IT ORDAINED BY THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA:

SECTION 1: Oconee County, South Carolina (“Oconee County”) is hereby authorized to jointly develop an industrial and business park with Anderson County, South Carolina (the “*Park*”). The Park shall be located initially on lands located in Anderson County only as authorized by Sec. 4-1-170 of the South Carolina Code of Laws 1976, as amended.

SECTION 2: Oconee County will enter into a written agreement to develop the Park jointly with Anderson County in substantially the form attached hereto as *Exhibit A* and incorporated herein by reference (the “*Park Agreement*”). The Chair of Oconee County Council and the County Administrator of Oconee County are hereby authorized to execute the Park Agreement on behalf of Oconee County, with such changes thereto as the Chair and/or County Administrator shall deem, upon advice of counsel, necessary and do not materially change the import of the matters contained in the form of agreement set forth in *Exhibit A*.

SECTION 3: The businesses or industries located in the Park will pay a fee in lieu of *ad valorem* taxes as provided for by law or as set forth in the Park Agreement. With respect to properties located in the Oconee County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Oconee County. That portion of such fee allocated pursuant to the Park Agreement to Anderson County shall be thereafter paid by the Treasurer of Oconee County to the Treasurer of Anderson County within ten (10) business days following the end of the calendar quarter of receipt for distribution in accordance with the terms of the agreement. With respect to properties located in the Anderson County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Anderson County. That portion of such fee allocated pursuant to the Park Agreement to Oconee County shall thereafter be paid by the Treasurer of Anderson County to the Treasurer of Oconee County within ten (10) business days following the end of the calendar quarter of receipt for distribution in accordance with the terms of the Park Agreement.

SECTION 4: Revenues generated from industries or businesses located in the Oconee County portion of the Park and to be retained by Oconee County pursuant to the Park Agreement shall be distributed within Oconee County in the following manner:

First, unless Oconee County elects to pay or credit the same from only those revenues which Oconee County would otherwise be entitled to receive as provided under “Third” below, to pay annual debt service or other annual payments on any bonds or obligations issued by or on behalf of Oconee County pursuant to, or to be utilized as a credit in the manner provided in the second paragraph of, Section 4-1-175, Code of Laws of South Carolina 1976, as amended, or any successor statutes or provisions, or pursuant to any other

authorization for the issuance of bonds or incurrence of obligations, payable in whole or in part by or from revenues generated from any properties in the Park;

Second, at the option of Oconee County, to reimburse Oconee County for any expenses incurred by it in the development, operation, maintenance and promotion of the Park or the businesses located therein or for the economic development of Oconee County; and

Third, to those taxing districts which overlap the applicable properties within Oconee County's portion of the Park, in a pro-rata fashion based on comparative millage rates for the year in question of such taxing districts.

provided, that (i) all taxing districts which overlap the applicable properties within the Park shall receive some portion of the revenues generated from such properties; and (ii) all revenues receivable by a taxing entity in a fiscal year shall be allocated to operations and maintenance and to debt service as determined by the governing body of such taxing entity; and (iii) Oconee County may, by ordinance, from time to time, amend the distribution of the fee in lieu of tax payments to all taxing entities.

SECTION 5: This Ordinance shall supersede and amend in its entirety any other ordinances or resolutions of Oconee County Council pertaining to the Park.

SECTION 6: Should any section of this Ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof which is not itself void or invalid.

SECTION 7: This Ordinance shall be effective after third and final reading thereof.

[Signature page follows]

Enacted in meeting duly assembled this _____ day of _____, 202__.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Chair of County Council,
Oconee County, South Carolina

By: _____
County Administrator,
Oconee County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Oconee County, South Carolina

First Reading: _____, 202__
Second Reading: _____, 202__
Third Reading: _____, 202__
Public Hearing: _____, 202__

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

I, the undersigned Clerk to County Council of Oconee County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given a public hearing on _____, 202__, and which was given reading, and received majority approval, by the County Council at meetings of _____, 202__, _____, 202__ and _____, 202__, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk to County Council,
Oconee County, South Carolina

Dated: _____, 202__

EXHIBIT A

**FORM OF AGREEMENT FOR DEVELOPMENT OF
JOINT COUNTY INDUSTRIAL/BUSINESS PARK**

[see attached]

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)
COUNTY OF OCONEE)

**AGREEMENT FOR DEVELOPMENT OF
JOINT COUNTY INDUSTRIAL/BUSINESS PARK**

This **AGREEMENT FOR DEVELOPMENT OF JOINT COUNTY INDUSTRIAL/BUSINESS PARK (PARK VIEW (GREER))** (this “*Agreement*”) to be located within Anderson County and Oconee County is made and entered into as of this _____ day of _____, 2021, by and between Anderson County, South Carolina (“*Anderson County*”) and Oconee County, South Carolina (“*Oconee County*” and collectively, the “*Counties*”).

WITNESSETH:

WHEREAS, Anderson County and Oconee County are contiguous counties, which pursuant to Ordinance No. _____ enacted by Anderson County Council on _____, 2021, and Ordinance No. _____ enacted by Oconee County Council on _____, 2021 (collectively, the “*Enabling Ordinances*”), have each determined that, in order to promote economic development and thus provide additional employment opportunities within both Counties, there should be established, initially in Anderson County, a Joint County Industrial/Business Park (the “*Park*”), to be located upon property described in *Exhibit A* hereto (the “*Anderson County Property*”); and

WHEREAS, as a consequence of the establishment of the Park, property comprising the Park and all property having a situs therein shall be exempt from *ad valorem* taxation pursuant to Article VIII, Section 13 of the Constitution of the State of South Carolina, 1895, as amended (the “*State Constitution*”), but the owners or lessees of such property shall pay annual fees in an amount equal to that amount for which such owner or lessee would be liable except for such exemption; and

WHEREAS, the Park Property is located within the corporate limits of the City of Anderson, South Carolina (the “*City*”), and the City has consented to the establishment of the Park and inclusion of the Park Property therein pursuant to a Resolution adopted by City Council of the City on _____, 2021 and an Infrastructure Credit Agreement entered into by and among the City, Anderson County and Fair Street Partners LLC dated as of _____, 2021 (the “*Infrastructure Credit Agreement*”);

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Binding Agreement.** This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Anderson County and Oconee County, and their successors and assigns.

2. **Authorization.** Article VIII, Section 13(D) of the State Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the partner counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxing ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as

compared to the assessed valuation of taxable property in all school districts in South Carolina. Section 4-1-170, Code of Laws of South Carolina, 1976, as amended (the “*SC Code*”) satisfied the conditions imposed by Article VIII, Section 13(D) of the State Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. Location of the Park.

(A) Upon execution and delivery of this Agreement by the Parties hereto and without further action by either County, the Park shall consist solely of the Anderson County Property, as further identified in *Exhibit A*. It is specifically recognized that the Park may, from time to time, consist of non-contiguous properties within each County. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances or resolutions of the County Councils of both Anderson County and Oconee County. Since the Anderson County Property includes property within the corporate limits of the City, the Counties have obtained the consent of the City prior to creation of the Park in accordance with the requirements of Section 4-1-170 of the Code, subject to the provisions of the Infrastructure Credit Agreement. If the Park subsequently encompasses all or a portion of a municipality (including the City), the Counties must obtain the consent of the municipality prior to expanding the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached to the ordinance an *Exhibit A* (Anderson County Property) which shall contain a legal description of the property to be added and/or diminished.

(C) Prior to the enactment by Anderson County Council and by Oconee County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by Anderson County Council and by Oconee County Council. Notice of such public hearings shall be published in newspapers of general circulation in Anderson County and Oconee County, respectively, at least once and not less than fifteen (15) days prior to such hearing. .

(D) The owner, or, if applicable, lessee of any property located within the Park, may remove personal property from the Park at any time, unless specifically prohibited otherwise.

4. Fee in Lieu of Taxes. Pursuant to Article VIII, Section 13(D) of the State Constitution, property located in the Park shall be exempt from *ad valorem* taxation. The owners or lessees of the Anderson County Property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of *ad valorem* property taxes) equivalent to the *ad valorem* property taxes that would have been due and payable but for the location of such property within the Park, provided that this paragraph shall not prohibit Anderson County or Oconee County from entering into a negotiated fee-in-lieu of tax incentive agreement applicable to any property located within the Park. Payments of fees in lieu of taxes will be made on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate as late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. The Counties, acting by and through the Treasurers of Anderson County and Oconee County, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of *ad valorem* taxes.

5. Allocation of Expenses. Anderson County and Oconee County shall bear expenses, including, but not limited to, development, operation, maintenance and promotion of the Park and the cost of providing public services, in the following proportions:

If property is in the Anderson County portion of the Park:

A.	Anderson County	100%
B.	Oconee County	0%

If property is in the Oconee County portion of the Park:

A.	Anderson County	0%
B.	Oconee County	100%

6. Allocation of Revenues. Anderson County and Oconee County shall receive an allocation of all other revenue generated by the Park through payment of fees in lieu of *ad valorem* property taxes or from any other source (net of any special source revenue credits provided by either County) in the following amounts and proportions:

If property is in the Anderson County portion of the Park:

A.	Anderson County	99%
B.	Oconee County	1%

If property is in the Oconee County portion of the Park:

A.	Anderson County	1%
B.	Oconee County	99%

7. Revenue Allocation Within Each County.

(A) Revenues generated by the Park through the payment of fees in lieu of *ad valorem* property taxes shall be distributed to Anderson County and to Oconee County, as the case may be, according to the proportions established by Paragraph 6 herein. With respect to revenues allocable to Anderson County or Oconee County by way of fees in lieu of taxes generated within its own County (the “*Host County*”), such revenue shall be distributed within the Host County in the manner provided by the county council of the Host County; provided, that (i) all taxing districts which overlap the applicable revenue-generating portion of the Park shall receive at least some portion of the revenues generated from such portion, and (ii) with respect to amounts receivable in any fiscal year by a taxing entity, the governing body of such taxing entity shall allocate the revenues received to operations and/or debt service of such entity. Each Host County is hereby specifically authorized to use a portion of revenue for economic development purposes as permitted by law and as established by ordinance of the County Council of the Host County.

(B) Revenues allocable to Anderson County by way of fees in lieu of taxes generated within Oconee County shall be distributed solely to Anderson County. Revenues allocated to Oconee County by way of fees in lieu of taxes generated within Anderson County shall be distributed solely to Oconee County.

8. Fees In Lieu of Taxes Pursuant to Title 4 or Title 12 of the SC Code. It is hereby agreed that the entry by Anderson County into any one or more fee in lieu of tax agreements pursuant to Title 4 or Title 12 of the SC Code with respect to Anderson County Property located within the Anderson County portion of the Park and the terms of such agreements shall be at the sole discretion of Anderson County. Likewise, entry by Oconee County into any one or more fee in lieu of tax agreements pursuant to Title 4 or Title 12 of the SC Code with respect to Oconee County Property located within the Oconee County portion of the Park and the terms of such agreements shall be at the sole discretion of Oconee County.

9. Regulation and Jurisdiction. Except with respect to Park property located within the corporate limits of a municipality wherein such municipality's applicable ordinances shall apply, any ordinances of Anderson County and Oconee County concerning zoning, health and safety regulations, and building code requirements will apply for the respective portions of the Park in Anderson County and Oconee County. The Sheriff's Departments of Anderson County and Oconee County will have jurisdiction to make arrests and exercise all authority and power within the boundaries of the respective portions of the Park in Anderson County and Oconee County. Municipal police shall have concurrent law enforcement jurisdiction for any portion of the Park located within the corporate limits of such municipality. Emergency services and all other municipal services will be provided in the Park by whatever providers provide such services in the respective Anderson County and Oconee County portions of the Park.

10. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the SC Code, allocation of the assessed value of property within the Park to Anderson County and Oconee County and to each of the taxing entities within the participating Counties shall be identical to the allocation of revenue received and retained by each of the Counties and by each of the taxing entities within the participating Counties, pursuant to Paragraph 6 and 7 herein.

11. Severability. In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

12. Termination. Notwithstanding any provision of this Agreement to the contrary, Anderson County and Oconee County agree that this Agreement will automatically terminate upon the expiration or earlier termination of the Infrastructure Credit Agreement.

[Remainder of Page Intentionally Left Blank]

WITNESS our hands and seals as of the date first above written.

ANDERSON COUNTY, SOUTH CAROLINA

By: _____
Chair of County Council
Anderson County, South Carolina

By: _____
County Administrator
Anderson County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Anderson County, South Carolina

[Signature Page 1 – Agreement for Development of Joint County Industrial/Business Park]

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Chair of County Council
Oconee County, South Carolina

By: _____
County Administrator
Oconee County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Oconee County, South Carolina

[Signature Page 2 – Agreement for Development of Joint County Industrial/Business Park]

EXHIBIT A

ANDERSON COUNTY PROPERTIES

EXHIBIT B

OCONEE COUNTY PROPERTIES

None.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 2021-15**

**A RESOLUTION AUTHORIZING THE PURCHASE OF
APPROXIMATELY TWO (2) ACRES OF REAL PROPERTY
FROM MARANATHA BAPTIST CHURCH, INC. OF SENECA,
SOUTH CAROLINA; AND OTHER MATTERS RELATED
THERE TO.**

WHEREAS, Oconee County, South Carolina (the “County”), is a body politic and corporate and a political subdivision of the State of South Carolina;

WHEREAS, Maranatha Baptist Church, Inc. of Seneca, South Carolina (“Maranatha”) has agreed to sell to County approximately two (2) acres of real property (the “Property”), being identified as Tract A on a Survey by Stephen R. Edwards, PLS No. 19881, dated October 20, 2021, attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, County desires to purchase the Property for One Hundred Thousand and 00/100 (\$100,000.00) Dollars in order to use the Property for public purposes, including a fire department, fire substation, or other public-serving facility.

NOW, THEREFORE, be it resolved by the Oconee County Council, in meeting duly assembled, that:

1. The acquisition of the Property is hereby approved.
2. The County Administrator is hereby authorized to complete the transfer of the Property from Maranatha to the County and to undertake all such other lawful actions, consistent herewith, as may be necessary and appropriate to obtain good and marketable title to the Property for the County.
3. Should any portion of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this Resolution, all of which are hereby deemed separable.
4. All orders, resolutions, and enactments of Oconee County inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
5. This Resolution shall take effect and be in full force after enactment by Oconee County Council.

Signatures on following page

RESOLVED in meeting, duly assembled, this ____ of _____, 2021.

OCONEE COUNTY, SOUTH CAROLINA

John Elliott, County Council Chair
Oconee County, South Carolina

ATTEST:

Jennifer C. Adams, Clerk to County Council
Oconee County, South Carolina

BOUNDARY SURVEY FOR

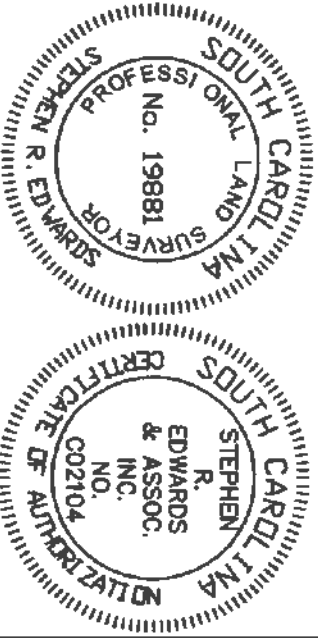
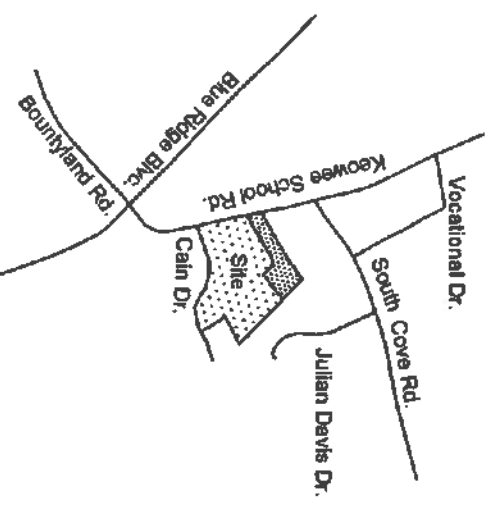
MARANATHA BAPTIST CHURCH INC.
Tract A - OCONEE COUNTY

SENECA TOWNSHIP, OCONEE COUNTY, SOUTH CAROLINA
STEPHEN R. EDWARDS & ASSOCIATES, INC.
1432 W. MAIN ST., WEST UNION, S.C. - 29686
(864) 718-1120

DATE: 10-20-2021 JOB NUMBER: 21-261



LOCATION MAP
no scale



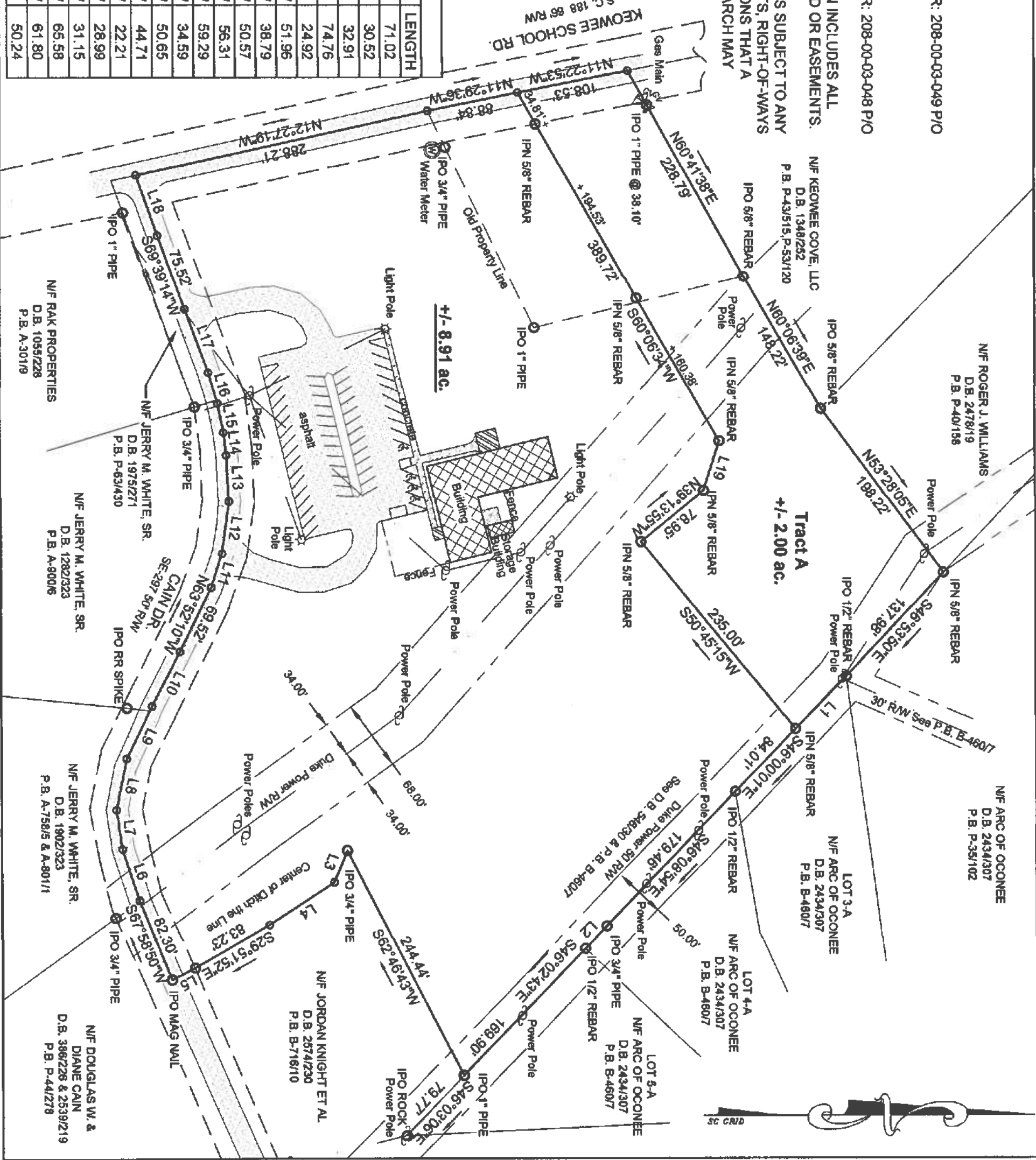
I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO ENCROACHMENTS, PROJECTIONS, OR SETBACKS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN.

Stephen R. Edwards
STEPHEN R. EDWARDS PLS NO. 19881

NOTES

- 1) REFERENCES
-D.B. 13-E PG 294
-P.B. P-43 PG 567
-TAX MAP NUMBER: 208-00-03-049 P/O
-D.B. 13-E PG 235
-P.B. P-41 PG 530
-TAX MAP NUMBER: 208-00-03-048 P/O
- 2) ACREAGE SHOWN INCLUDES ALL RIGHT-OF-WAYS AND OR EASEMENTS.
- 3) THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHT-OF-WAYS AND OR RESTRICTIONS THAT A CURRENT TITLE SEARCH MAY DISCLOSE.

LINE	BEARING	LENGTH
L1	S46°00'01"E	71.02
L2	S45°21'28"E	30.52
L3	S67°34'40"E	32.91
L4	S33°05'37"E	74.76
L5	S26°54'27"E	24.92
L6	S71°46'06"W	51.96
L7	S81°35'08"W	38.79
L8	N78°35'20"W	50.57
L9	N63°51'19"W	56.31
L10	N62°58'05"W	59.29
L11	N72°42'33"W	34.59
L12	N81°57'40"W	50.65
L13	S86°59'18"W	44.71
L14	S82°52'24"W	22.21
L15	S78°42'06"W	28.99
L16	S74°07'21"W	31.15
L17	S69°48'03"W	65.58
L18	S70°44'05"W	61.80
L19	S72°29'12"E	50.24



PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: November 16, 2021

ITEM TITLE:

Procurement #: **RFP 21-06** Title: **Drilling & Blasting Services** Department: **Quarry** Amount: **\$725,000.00**

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2021-2022 budget process.

Finance Approval: Ardale V Price

Budget: \$ 725,000.00

Project Cost: \$ 725,000.00

Balance: \$0.00

Funding our of the Rock Quarry Enterprise Fund (017)

BACKGROUND DESCRIPTION:

RFP 21-06 for Drilling and Blasting Services was issued on August 30, 2021 and opened on September 30, 2021. Eleven (11) companies were originally notified of this opportunity and proposals were received from two firms. An Evaluation Committee consisting of County Staff reviewed and scored the proposals and recommended Quick North Carolina, dba Elite Blasting Services, LLC. for award. Quick North Carolina's home office is located in Ankeny, IA. The local office to Oconee County is located in Jefferson, GA.

ATTACHMENT:

1. RFP Summary Score Sheet

STAFF RECOMMENDATION:

It is the staff's recommendation that Council

1. Approve Award RFP 21-06, Drilling and Blasting Services for the Oconee County Quarry to Quick North Carolina, dba Elite Blasting Services, LLC, of Ankeny, IA for an estimated amount of \$725,000.00.
2. Authorize the County Administrator to renew this contract for up to four (4) one-year periods, as long as the amount does not exceed the amount budgeted for drilling and blasting and provided their work is satisfactory.

Submitted or Prepared By: Tronda C. Popham Approved for Submittal to Council: Amanda F. Brock

Tronda C. Popham, Procurement Director

Amanda F. Brock, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

PROPOSALS SUBMITTED FOR RFP 21-06				
Summary Score Sheet				
Bidder	Orica, USA	Quick North Carolina dba Elite Blasting		
Location	Homer, GA	Ankeny, IA		
Closest Office to Oconee County	Homer, GA & Joanna, SC	Jeffereson, GA		
Total Score	1296.5	1712		
RANKING	2	1		
Average Score (500 is perfect score)	324.13	428.00		
Average RANKING	2	1		

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: November 16, 2021

ITEM TITLE:

Title: Engineering Services for Culvert Replacements

Department: Roads & Bridges

Amount: \$88,740.57

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2021-2022 budget process.

Finance Approval:

Doctale V Price

Budget: \$88,740.57

Project Cost: \$88,740.57

Balance: 0.00

Funding from Bridges and Culverts Capital Projects Fund (320)

BACKGROUND DESCRIPTION:

On June 1, 2021 County Council approved the award of RFP 20-02 for On Call Engineering Services to TranSystems Corporation, of Greenville, SC for Category B: On Call Roadway & Bridge Services. The Roads & Bridges Department wishes to contract with TranSystems Corporation to provide engineering services for the replacement of five (5) culverts within Oconee County; Busch Creek Rd over Coneross Creek, Cobb Bridge Road over Rocky Fork Creek, Megee Rd over Smeltzer Creek, Conley Rd over Whetstone Creek and Dana Drive over unnamed tributary.

In February 2020 severe storms brought heavy rains that flooded and washed out several County maintained roads. FEMA issued a major disaster declaration for the event on March 17, 2020. The five roads listed were set aside as potential projects for hazard mitigation grant funding through FEMA. With the projects approved the next steps will be project scoping and development to decide what structures (i.e. box culverts or bridges sizes and length) will be used to repair the roads.

TranSystems Corporation will provide services such as: verify / update Hydrology analysis, develop existing conditions models, develop proposed design alternate, summarize results and provide recommendations, coordinate with Structural Engineer, provide conceptual plan, profile sheet and cost estimates for the five (5) culverts listed above.

ATTACHMENT(S):

1. TranSystems Corporation proposal

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve

1. Award of \$88,740.57 to TranSystems Corporation., of Greenville, SC for engineering services for the above mentioned projects.
2. Authorize the County Administrator to transfer sufficient funds for above Engineering Services to department professional line item.

Submitted or Prepared By:

Tronda C Popham
Tronda C Popham, Procurement Director

Approved for Submittal to Council:

Amanda F Brock
Amanda F. Brock, County Administrator

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A calendar with due dates marked may be obtained from the Clerk to Council.



Oconee County Roads & Bridges On-Call – 5 Culvert Replacements (Phase I)

Priority 1 – Busch Creek Rd over Coneross Creek

Priority 2 – Cobb Bridge Rd over Rocky Fork Creek

Priority 3 – Megee Rd over Smeltzer Creek

Priority 4 – Conley Rd over Whetstone Creek

Priority 5 – Dana Drive over Unnamed Tributary

1. Project Management (Phase I):

The TranSystems Project Manager will coordinate with Oconee County during the development of the concept design, based on an updated hydrology and hydraulic analysis, which will include a proposed replacement structure at each of the existing culvert location. We anticipate the following as part of the Phase I Project Management task:

- Hold Meetings with County Staff (as needed)
- Perform Initial and Progress Field Visits
- Provide Monthly Progress Reports
- Perform Concept Design and Cost Estimate Review
- Review and Discuss Phase I Alternatives with County Staff
- Develop Final Design Parameters with County Staff
- Develop Phase II Scope and Fee
- Submit Monthly Invoicing

2. Concept Design Based on Hydraulic Analysis:

TranSystems will provide a conceptual design and construction cost estimate for the proposed replacement drainage structures at each of the five crossings utilizing the following tasks:

- Evaluate the GMC hydrology report and revise data as needed.
- Develop existing conditions models. (HY8 for Dana Drive and HEC-RAS for the other four)
- Evaluate proposed structure alternative(s) based on 100 year storm. This includes determining what storm event currently overtops the roadway(s) and considering this overtopping in the overall design. Possible impacts to water surface elevations both upstream and downstream will be considered in the design. (Nearest structures)
- Summarize the results of the analysis and present recommendations for each crossing.
- Provide conceptual Plan and Profile Sheet with proposed structure shown.
- Provide conceptual Construction Cost Estimates for each of the proposed structures.

Exclusions: Full hydraulics reports will not be submitted during this phase of the project. Once the final replacement structures are approved by the County, the chosen alternatives will then be fully developed and the full hydraulics report will be submitted along with the other deliverables for the next phase of the project(s).



Schedule: TranSystems will complete the Phase 1 Scope of Services associated with the hydraulic analyses and development of the conceptual plans/cost estimates for the five (5) culvert sites within 15 weeks of NTP.

The below shows our breakdown of anticipated dates of completion for each priority project:

- Priority 1 – Busch Creek Rd over Coneross Creek – 7 weeks after NTP
- Priority 2 – Cobb Bridge Rd over Rocky Fork Creek – 9 weeks after NTP
- Priority 3 – Megee Rd over Smeltzer Creek – 11 weeks after NTP
- Priority 4 – Conley Rd over Whetstone Creek – 13 weeks after NTP
- Priority 5 – Dana Drive over Unnamed Tributary – 15 weeks after NTP

Oconee County Road & Bridge On-Call - 5 Culvert Replacements

- Priority 1 - Busch Creek Rd over Coneross Creek
- Priority 2 - Cobb Bridge Rd over Rocky Fork Creek
- Priority 3 - Megee Rd over Smeltzer Creek
- Priority 4 - Conley Rd over Whetstone Creek
- Priority 5 - Dana Drive over Unnamed Tributary



DETAILED FEE ESTIMATE (PHASE 1)		SUB CONSULTANTS	DIRECT EXPENSES	TASK SUMMARY
1. Project Management				
1.	Meetings: Kick-off and Update Meetings	4,664.82		\$15,361.18
2.	Initial and Progress Field Visits	4,778.74		
3.	QA Review of Plans and Estimates	4,664.82		
4.	Invoicing	1,252.80		
	Total Project Management	15,361.18		
2. Hydrology/Hydraulics				
Priority 1 - Busch Creek Rd over Coneross Creek				
1.	Verify/update hydrology	1,124.04		\$16,764.85
2.	Develop existing conditions model	3,259.55		
3.	Develop proposed design alternate	5,164.36		
4.	Summarize results and make recommendations	952.40		
5.	Coordination with Structural Engineer	952.40		
6.	Conceptual Plan and Profile Sheet	3,259.55		
7.	Conceptual Cost Estimate	952.40		
8.	Hydraulic and Concept Review	1,100.14		
	Total Priority 1 - Busch Creek Rd over Coneross Creek	16,764.85		
Priority 2 - Cobb Bridge Rd over Rocky Fork Creek				
1.	Verify/update hydrology	1,124.04		\$16,764.85
2.	Develop existing conditions model	3,259.55		
3.	Develop proposed design alternate	5,164.36		
4.	Summarize results and make recommendations	952.40		
5.	Coordination with Structural Engineer	952.40		
6.	Conceptual Plan and Profile Sheet	3,259.55		
7.	Conceptual Cost Estimate	952.40		
8.	Hydraulic and Concept Review	1,100.14		
	Total Priority 2 - Cobb Bridge Rd over Rocky Fork Creek	16,764.85		
Priority 3 - Megee Rd over Smeltzer Creek				
1.	Verify/update hydrology	1,124.04		\$16,764.85
2.	Develop existing conditions model	3,259.55		
3.	Develop proposed design alternate	5,164.36		
4.	Summarize results and make recommendations	952.40		
5.	Coordination with Structural Engineer	952.40		
6.	Conceptual Plan and Profile Sheet	3,259.55		
7.	Conceptual Cost Estimate	952.40		
8.	Hydraulic and Concept Review	1,100.14		
	Total Priority 3 - Megee Rd over Smeltzer Creek	16,764.85		
Priority 4 - Conley Rd over Whetstone Creek				
1.	Verify/update hydrology	1,124.04		\$16,764.85
2.	Develop existing conditions model	3,259.55		
3.	Develop proposed design alternate	5,164.36		
4.	Summarize results and make recommendations	952.40		
5.	Coordination with Structural Engineer	952.40		
6.	Conceptual Plan and Profile Sheet	3,259.55		
7.	Conceptual Cost Estimate	952.40		
8.	Hydraulic and Concept Review	1,100.14		
	Total Priority 4 - Conley Rd over Whetstone Creek	16,764.85		
Priority 5 - Dana Drive over Unnamed Tributary				
1.	Verify/update hydrology	1,124.00		\$6,320.00
2.	Develop existing conditions HY8	1,227.00		
3.	Develop proposed design alternate	1,710.00		
4.	Summarize results and make recommendations	757.00		
5.	Conceptual Cost Estimate	952.00		
6.	Hydraulic and Concept Review	550.00		
	Total Priority 5 - Dana Drive over Unnamed Tributary	6,320.00		
	TOTAL		\$ -	\$ -
			\$ -	\$88,740.57

- Description Change
 Transfer Request

O CONEE COUNTY, SOUTH CAROLINA
 BUDGET REVISION FORM

11-8-2021

DATE OF REQUEST

2021-2022

Roads and Bridges

FISCAL YEAR DEPARTMENT NAME

SIGNATURE OF DEPARTMENT DIRECTOR

quhybr221 Nov 8, 2021

320	601	30025	00000	Professional - Bridge/Culvert	\$ 88,800.00
				LINE ITEM DESCRIPTION	AMOUNT TO TRANSFER
<p>EXPLAIN WHY THIS ITEM(S) IS NEEDED AND WHY IT WAS NOT INCLUDED IN THE ORIGINAL BUDGET. Money is needed for the Engineering Services for 5 Culvert within the County (Megee, Conley, Dana Dr, Cobb Bridge, and Busch Creek)</p>					

YES NO WAS THIS ITEM PREVIOUSLY CUT FROM YOUR BUDGET DURING THE BUDGET PROCESS?

320	601	30885	00000	Bridge/Culverts	\$ 88,800.00
				LINE ITEM DESCRIPTION	AMOUNT TO TRANSFER
				LINE ITEM DESCRIPTION	AMOUNT TO TRANSFER
				LINE ITEM DESCRIPTION	AMOUNT TO TRANSFER
<p>WHY ARE THERE EXCESS FUNDS IN THIS ACCOUNT? WHAT ITEM WILL NOT BE NEEDED THAT WAS APPROVED DURING THE BUDGET PROCESS? Money is needed in the Professional account for Engineering Services for 5 Culverts within the County</p>					

<input type="checkbox"/> APPROVED	<input type="checkbox"/> DECLINED	<input checked="" type="checkbox"/> FUNDS AVAILABLE	<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED
<p><i>Amanda F. Brock</i> Amanda F. Brock - County Administrator</p>				
<p><i>Ladale Price</i> Ladale Price - Finance Director</p>				

BUDGET REPORT BY ACCOUNT - EXPENDITURE

Fiscal Year Start Date: 07/01/2021
Current Period End Date: 10/31/2021

Oconee County
FY 2021-2022
Ideal Remaining Percent: 67 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
320-601-30885-00000 Maintenance/Repair Bridg	560,187.00	1,362.99	13,434.83	10,187.00	536,565.17	96
Report Total Expenditure	\$560,187.00	\$1,362.99	\$13,434.83	\$10,187.00	\$536,565.17	96

PROCUREMENT - AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: **November 16, 2021**

ITEM TITLE:

Title: One (1) Pumper Fire Truck with Loose Equipment **Department(s): Emergency Services** **Amount: \$387,283.00**

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2021-2022 budget process.
Budget: \$1,125,000 **Project Cost: \$387,283.00**

Finance Approval: 
Balance: \$737,717.00

BACKGROUND DESCRIPTION:

This Fire Truck is a Pierce Pumper built on Freightliner M2-106 two door cab and chassis with Cummins L9 350 HP Diesel engine, Allison EVS 3000 automatic transmission, Waterous CSU 1250 pump, UPF 1000-gallon tank, Whelen LED lighting and will include loose equipment. This apparatus will be built in accordance to NFPA (National Fire Protection Association).

The County is utilizing the H-GAC (Houston-Galveston Area Council of Governments) contract through a cooperative purchasing agreement. H-GAC cooperative purchasing allows government agencies to purchase directly from the manufacturer or authorized dealers. H-GAC contracts are bid and awarded on a national level and purchases may be fulfilled by the manufacturer and / or authorized local or state dealers.

SPECIAL CONSIDERATIONS OR CONCERNS:

Pierce Manufacturing / Spartan Fire and Emergency Apparatus were awarded an H-GAC contract under contract number FS12-19. Pierce Manufacturing is the Supplier and Spartan Fire and Emergency Apparatus is the Prime Contractor for Pierce Manufacturing. Spartan Fire and Emergency Apparatus will provide any service or warranty repairs required.

ATTACHMENT(S):

1. Pricing spreadsheet
2. Spartan Fire and Emergency Apparatus HGAC Quote with loose equipment
3. Wally's Fire & Safety Equipment Quote to Spartan Fire for Loose Equipment

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the award of One (1) Pumper Fire Truck to Spartan Fire and Emergency Apparatus, of Roebuck, SC, in the amount of \$387,283.00.

Submitted or Prepared By: 
Tronda C. Popham, Procurement Director

Approved for Submittal to Council: 
Amanda F. Brock, County Administrator

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All Options with Pricing

Dated: 10/14/2021

FS19VC01	M2 Freightliner, 2-Door OEM Cab, Aluminum Body, Single Axle, 1250 GPM Mid-Mount Pumper	\$277,201.00
101	Add "L" Frame Liner	\$1,137.00
128	Add Wheel Chocks and Brackets	\$1,013.00
159	Add Extended Bumper	\$2,448.00
221	Add Camera System Rear Only	\$1,140.00
240	Add Kussmaul Charger	\$1,915.00
245	Add Shoreline Auto Eject	\$567.00
257	Add Two (2) 12 Volt Rear Scene Lights	\$3,128.00
265	Add Two (2) 12 Volt Push Up Pole Scene Lights	\$4,160.00
285	Long Pumper Body	\$1,859.00
290	Add Right High Side Compartments	\$4,107.00
293	Add Ladders Stored Thru-the- Body	\$5,077.00
298	Increase Water Tank to 1000 gallons	\$993.00
307	Add Two (2) Hard Suction Hose Troughs	\$3,472.00
310	Add Five (5) Adjustable Shelves	\$1,050.00
312	Add One (1) Swing-Out Toolboard	\$1,932.00
314	Add (4) Slide-Out Floor Trays	\$3,532.00
327	Add Two (2) SCBA Cylinder Storage in Fender Panel	\$2,012.00
342	Add One (1) 2.50" Suction Inlet PS	\$1,320.00
343	Add One (1) Front Discharge 1.50"	\$2,368.00
350	Add One (1) 2.50" Discharge at the Rear	\$1,896.00
351	Add One (1) 3" Discharge PS	\$2,805.00
363	Provide Two (2) Speedlays w/ Trays IPO Crosslays	\$8,134.00
367	Add Additional Poly Trays	\$1,150.00
369	Add One (1) Booster Reel PS Cargo Area	\$3,505.00
330	Add One (1) Tank Level LED Group	\$1,323.00
503	Add Graphics Upgrade 1	\$1,973.00
770490	Pumphouse Notch LS 4"/RS 4"	\$931.00
	SC State Sales Tax	\$500.00
	Loose Equipment Wally's Quote # 53561	\$41,135.00
	Mounting/ Mounting Brackets for Loose Equip	\$3,500.00
	Total for Truck and Equipment	\$387,283.00



QUOTATION
 ESTIMATE

319 Southport Road • Roebuck, S.C. 29376
 Office: 864-582-2376 • Fax: 864-582-2377 • Email: spartanfire@spartanfire.com

Customer: Oconee County Fire Services
 415 South Pine Street
 Wahalla, SC 29691

Date of Estimate: October 18, 2021
 F.O.B.: Oconee County SC
 Estimated Delivery: 13.5-15.5 Months
 Payment Terms: Net Pymt/Final Insp

“HGAC PURCHASE”
 Contract Number FS12-19

Salesman: *Chris Harris*

Item	Qty.	Description	Price	Amount
1	1	Pierce Side Mount Pumper built on a Freightliner M2-106		
		2-Door Cab and Chassis, Cummins L9 350 HP Diesel		
		Engine, Allison EVS 3000 Automatic Transmission,		
		Waterous CSU 1250 Pump, UPF 1000 Gallon Tank,		
		Whelen LED Lighting. Built in Accordance to NFPA		
		And the Enclosed Proposal Dated October 18, 2021.		\$345,648.00
2	1	Loose Equipment (Per Fire Department List)		\$41,135.00
		Wally's Fire and Safety Equipment Quote #53561		
3	1	SC State Sales Tax		\$500.00

TOTAL COST

THIS QUOTATION EXPIRES IN SIXTY (60) DAYS



Wally's Fire & Safety Equipment, Inc.

PO Box 1023
PO Box 1023

TOLL FREE: (888) 784-2224
FAX: (843) 464-1001

QUOTE

Date	Quote #
10/12/2021	53561

Bill To
SPARTAN FIRE & EMERGENCY APPARATUS ATTN: ACCOUNTS PAYABLE 319 SOUTHPORT ROAD ROEBUCK, SC 29376

Ship To
SPARTAN FIRE & EMERGENCY APP. C/O OCONEE CO. EMERGENCY MGMT. 216 EMERGENCY LANE WESTMINSTER, SC 29693 ATTN: CHIEF MIKE CARROLL

Purchase Order #		Terms	Sales Person	
		NET 30	BOONE	
Qty	Item Number	Description	Unit	Ext. Price
10	FQ HS50YD	HYDRO FLOW LDH FIRE HOSE 5" X 100', YELLOW JACKET & LINER: NITRILE RUBBER. EXTRA STRONG STORZ COUPLINGS EXTRUDED FROM ALUMINUM BAR STOCK.	617.00	6,170.00
1	FQ HS50YB	HYDRO FLOW LDH FIRE HOSE 5" X 50', YELLOW JACKET & LINER: NITRILE RUBBER. EXTRA STRONG STORZ COUPLINGS EXTRUDED FROM ALUMINUM BAR STOCK.,	424.00	424.00
1	FQ HS50YA	HYDRO FLOW LDH FIRE HOSE 5" X 25', YELLOW JACKET & LINER: NITRILE RUBBER. EXTRA STRONG STORZ COUPLINGS EXTRUDED FROM ALUMINUM BAR STOCK.	312.00	312.00
10	FQ DJ17*B	FIREQUIP DJ800 POLY DOUBLE JACKET FIRE HOSE. 1.75" X 1.5"NH X 50', SPECIFY COLOR OUTER JACKET: 100% HIGH TENACITY SPUN POLYESTER. LINER: EXTRUDED SYNTHETIC EPDM RUBBER.	118.00	1,180.00
10	FQ DJ25*B	FIREQUIP DJ800 POLY DOUBLE JACKET FIRE HOSE. 2.5"NH X 50', SPECIFY COLOR OUTER JACKET: 100% HIGH TENACITY SPUN POLYESTER. LINER: EXTRUDED SYNTHETIC EPDM RUBBER.	172.00	1,720.00
WF&S accepts credit card payments. WF&S will access a 3% convenience charge for choosing credit card method of payment.		Subtotal		
		Sales Tax (0.0%)		
		Total		

**STANDARD
SHIPPING TERMS
PRE-PAY & ADD**

**ATTENTION !!!!!
FREIGHT IS NOT INCLUDED
UNLESS LISTED ABOVE**



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Purchase Order #		Terms	Sales Person	
		NET 30	BOONE	
Qty	Item Number	Description	Unit	Ext. Price
20	FQ DJ30WB	FIREQUIP DJ800 POLY DOUBLE JACKET FIRE HOSE. 3" X 2.5"NH X 50', WHITE OUTER JACKET: 100% HIGH TENACITY SPUN POLYESTER. LINER: EXTRUDED SYNTHETIC EPDM RUBBER.	201.00	4,020.00
2	FQ MF60L1	MAXI FLEX,SUCTION,6" HOSE,6"LHF X 6"RLM X 10'	386.00	772.00
1	TFT A02HNX	BARREL STRAINER,6"NH	133.00	133.00
1	TFT XFC-52	CROSSFIRE PACKAGE,DELUXE,SAFE-TAK,TIPS,M-R FOG NOZZLE Package Includes: Safe-Tak Ground Base with Safety Shutoff (specify inlet) Storage Bracket for Ground Base Monitor Top, 2.5"NH outlet M-R1250S-NJ Automatic Master Stream Fog Nozzle Quad Stacked Tips, 2.5" Inlet Stream Straightener, 10" Long	3,758.00	3,758.00
1	TFT XFF-APL	CROSSFIRE TRUCK ADAPTER,3" NPT INLET	231.00	231.00
1	TFT XXC-32	BLITZFIRE PACKAGE,SAFETY SHUT-OFF, FOG NOZZLE Package Includes: BlitzFire Monitor, 2.5"NH Inlet x 2.5"NH Outlet Storage Bracket MD12A Max-Force Automatic Fog Nozzle	3,009.00	3,009.00
WF&S accepts credit card payments. WF&S will access a 3% convenience charge for choosing credit card method of payment.			Subtotal	
			Sales Tax (0.0%)	
			Total	

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Purchase Order #		Terms	Sales Person	
		NET 30	BOONE	
Qty	Item Number	Description	Unit	Ext. Price
1	TFT AXE1ST-NX-F	*JUMBO BALL INTAKE VALVE, LOW PROFILE, RIGHT HAND DRIVE, FRONT CRANK, 5"ST RIGID X 6"NH(F)LH SW Features: Bottom Pivoting Elbow, Stainless Ball Valve, Crank Knob on Front, Field Resettable PRV, Very Simple & Economical Valve Seat Replacement	1,796.00	1,796.00
1	TFT A01ST	BLIND STORZ CAP, 5" STORZ, W/LANYARD	70.00	70.00
1	TFT AYNJ-NF	GATED WYE, FOLDING LONG HANDLES, 2.5"NH(F) X TWO - 1.5"NH(M)	328.00	328.00
1	SPC QL48Z25C	BRACKET,QUICK LOCK MOUNT,CHROME,2.5"	37.00	37.00
1	TFT AV5NJ-NJ-SC	HYDRANT VALVE, SLOW CLOSE STYLE, 2.5"NH(F) ROCKER LUG X 2.5"NH(M)	378.00	378.00
1	SPC QL48Z25C	BRACKET,QUICK LOCK MOUNT,CHROME,2.5"	37.00	37.00
1	TFT ME0-VPGI-100	METRO 0 NOZZLE, 100gpm @ 100psi, WITH SIMPLE INTER CHANGEABLE DISC, PG, 1"NH	536.00	536.00
3	TFT ME1-VPGI-***	METRO 1 NOZZLE,14 FLOW CHOICES, WITH SIMPLE INTER CHANGEABLE DISC, PG,1.5"NH, SPECIFY FLOW DISC	612.00	1,836.00
1	TFT ME2-2VPGI	METRO 2 NOZZLE,10 FLOW CHOICES WITH SIMPLE INTER CHANGEABLE DISC,PG,2.5"NH	712.00	712.00
1	TFT H-2VPP/FS-3STACK	PLAYPIPE COMBO,WITH 2.5"NH VALVE & NFPA TRIPLE STACKED TIPS. Tip Diameters are 1-1/4, 1-1/8", and 1"	716.00	716.00
1	SPC QL48Z25C	BRACKET,QUICK LOCK MOUNT,CHROME,2.5"	37.00	37.00
WF&S accepts credit card payments. WF&S will access a 3% convenience charge for choosing credit card method of payment.		Subtotal		
		Sales Tax (0.0%)		
		Total		

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Purchase Order #		Terms	Sales Person	
		NET 30	BOONE	
Qty	Item Number	Description	Unit	Ext. Price
1	TFT PA-2	NEWFORCE TRANSFORMER PIERCING NOZZLE KIT #2, 1.5" NH Includes: (2) Extension Tubes, 19" (1) Flow Tube w/Piercing Point, 14" (1) Twist Grip Shutoff Valve (1) Pistol Grip (1) Junction Port w/Striking Head (1) Distribution Nozzle (1) Adapter (1) Nylon Carry Bag	1,200.00	1,200.00
1	TFT FS95BCP	BUBBLE CUP FOAM NOZZLE,95 GPM @ 100psi,PG,1.5"NH (WHITE BAIL HANDLE & WHITE PISTOL GRIP)	369.00	369.00
1	TFT UE-095-NJ-NF	FOAM EDUCTOR, INLINE, W/BACKFLUSH, 95 GPM, 200psi INLET PRESSURE, 2.5"NH(F) INLET X 1.5"NH(M) OUTLET	590.00	590.00
1	TFT AA1ST-NJ	STORZ ADAPTER,5"ST X 2.5"NH(F)RL	137.00	137.00
1	RH SMP-50	MOUNTING PLATE,5" STORZ	32.00	32.00
1	TFT AA3ST-NJ	STORZ ADAPTER,5"ST SWIVEL X 2.5"NH(F)RLSW	136.00	136.00
1	RH SMP-50	MOUNTING PLATE,5" STORZ	32.00	32.00
1	TFT AA3HST-NR	STORZ ADAPTER,5"ST SWIVEL X 4.5"NH(F)LHSW	169.00	169.00
1	RH SMP-50	MOUNTING PLATE,5" STORZ	32.00	32.00
2	RH 35 25NH25NH	ADAPTER,DOUBLE FEMALE,RLSW,2.5"NH X 2.5"NH	35.00	70.00
2	RH M-25	MOUNTING PLATE,RIGID MALE,2.5"NH	31.00	62.00
2	RH 36 25NH25NH	ADAPTER,DOUBLE MALE,RL,2.5"NH X 2.5"NH	21.00	42.00
1	RH 37 25NH15NH	ADAPTER 2.5"NH(F)RL X 1.5"NH(M)	23.00	23.00
WF&S accepts credit card payments. WF&S will access a 3% convenience charge for choosing credit card method of payment.			Subtotal	
			Sales Tax (0.0%)	
			Total	

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Purchase Order #		Terms	Sales Person	
		NET 30	BOONE	
Qty	Item Number	Description	Unit	Ext. Price
1	TFT A3810	JUMBO SPANNER SET W/BRACKET Includes: (4) A3090 Jumbo Spanner Wrtences for Storz and Rocker Lug Couplings (1) A3815 Mounting Bracket	97.00	97.00
2	RH 148-3	WRENCH SET, (1) #105 HYDRANT WRENCH, (2) #101 SPANNERS & HEAVY DUTY MOUNTING BRACKET	151.00	302.00
1	NUPLA 31688	FLAT HEAD AXE, 6#, 36" ERGO SLIM LINE NUPLAGLASS HANDLE, SINGLE BIT GRIP	56.00	56.00
1	SPC ZAH5101C/ZSMA5201C	BRACKET SET, AXE HANDLE & SHIELD, SIDE MOUNT, CHROME	48.00	48.00
1	NUPLA 31687	PICK HEAD AXE, 6#, 36" ERGO SLIM LINE NUPLAGLASS HANDLE, SINGLE BIT GRIP	59.00	59.00
1	SPC ZAH5101C/ZSMA5201C	BRACKET SET, AXE HANDLE & SHIELD, SIDE MOUNT, CHROME	48.00	48.00
1	FHU FA-6	FLAT HEAD AXE, 6#, YELLOW FIBERGLASS HANDLE	71.00	71.00
1	FHU PB-30	PRO-BAR, 30"	297.00	297.00
1	FHU ISS-82	IRONS STRAP, MARRIES AXE & HALLIGAN W/SHOULDER STRAP	55.00	55.00
1	PAC K5003HD	HEAVY DUTY IRONSLOK MOUNTING KIT FOR LARGER MARRIED SET OF IRONS, NFPA	271.00	271.00
1	RH PIKE-048-0D-DW-0	DRYWALL HOOK, D-HANDLE, HONEYCOMB FIBERGLASS POLE, 4'	94.00	94.00
2	ZICO VM-QB	MOUNTING BRACKET, VARIABLE, FOR STEEL HANDLE TOOLS, EACH	36.00	72.00
1	RH PIKE-072-0S-ST-0	PIKE POLE, STANDARD HOOK, STANDARD HANDLE, HONEYCOMB FIBERGLASS POLE, 6'	57.00	57.00
WF&S accepts credit card payments. WF&S will access a 3% convenience charge for choosing credit card method of payment.		Subtotal		
		Sales Tax (0.0%)		
		Total		

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Purchase Order #		Terms	Sales Person	
		NET 30	BOONE	
Qty	Item Number	Description	Unit	Ext. Price
2	ZICO VM-5	MOUNTING BRACKET, VARIABLE, HORIZONTAL, HOLDS 1.0" - 1.3" ITEM	23.00	46.00
1	FHU RH-4WD	NEW YORK ROOF HOOK, STEEL HANDLE, W/D-HANDLE, 4'	143.00	143.00
2	ZICO VM-5	MOUNTING BRACKET, VARIABLE, HORIZONTAL, HOLDS 1.0" - 1.3" ITEM	23.00	46.00
1	FHU RH-6	NEW YORK ROOF HOOK, STEEL HANDLE, 6'	141.00	141.00
2	ZICO VM-QB	MOUNTING BRACKET, VARIABLE, FOR STEEL HANDLE TOOLS, EACH	36.00	72.00
1	FHU BC-36	BOLT CUTTERS, 36", 1/2" CAPACITY	105.00	105.00
1	ZICO BCB	BOLT CUTTER BRACKET SET	87.00	87.00
1	FLAMEFIGHTER RMFG	CONNECTION Mallet, RUBBER HEAD, FIBERGLASS HANDLE, 32oz.	14.00	14.00
1	PAC 1004-B	HANDLELOK MOUNTING BRACKET, W/BLACK STRAP	36.00	36.00
1	HHC HC60	HOSE CLAMP, UP TO 6"	467.00	467.00
1	HHC RBM	RUNNING BOARD MOUNT, FOR HC25/60	50.00	50.00
4	SL 44451	FIRE VULCAN LED VEHICLE SYSTEM, ORG, DC DIRECT WIRE	166.00	664.00
1	BL 9200	HOSE JACKET, LEATHER, UP TO 3"	71.00	71.00
2	HUSKY HTV-12X14	SALVAGE COVER, 10oz. VINYL, RED, 12' X 14'	104.00	208.00
1	AMEREX A411	FIRE EXTINGUISHER, ABC, 20 Lb.	144.00	144.00
1	AMEREX 240	FIRE EXTINGUISHER, PRESSURIZED WATER, 2.5 GALLON	129.00	129.00
1	AMEREX 331	FIRE EXTINGUISHER, CO2, 15 Lb.	292.00	292.00
1	DT CC5B	COLLAPSIBLE CONES, 5-28" , W/REFLECTIVE COLLARS AND STORAGE BAG	205.00	205.00
WF&S accepts credit card payments. WF&S will access a 3% convenience charge for choosing credit card method of payment.		Subtotal		
		Sales Tax (0.0%)		
		Total		

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Purchase Order #		Terms	Sales Person	
		NET 30	BOONE	
Qty	Item Number	Description	Unit	Ext. Price
1	RKI 73-0060-56	SINGLE GAS MONITOR & CALIBRATION KIT, CO-03 MODEL, CARBON MONOXIDE (CO), 0-500ppm, WITH ALLIGATOR CLIP AND ALKALINE BATTERIES. Kit INcludes: CO-03 Monitor, screwdriver, case and calibration kit (34L cylinder of 50ppm CO/N2, regulator, cal cup & tubing)	515.00	515.00
1	RAMFAN GX350	PPV FAN, 5.5hp HONDA GX200 ENGINE, 18" POWER SHROUD, 18,705cfm FOR A SINGLE DOOR, 22,145cfm FOR A DOUBLE DOOR, GH5005	2,364.00	2,364.00
4	NF 2130-9340-4	CENTURION,3%-6%,AR-AFFF,5 GALLON PAIL	100.00	400.00
4	ZICO SC-50-H-6-SF-PHS	SCBA BRACKET, FOR SCOTT ,6.75", WITH POSITIVE HOLDING STRAP	97.00	388.00
1	FREIGHT	FREIGHT CHARGES	1,915.23	1,915.23
REQUESTED BY: CHIEF MIKE CARROLL				
WF&S accepts credit card payments. WF&S will access a 3% convenience charge for choosing credit card method of payment.			Subtotal	\$41,135.23
			Sales Tax (0.0%)	\$0.00
			Total	\$41,135.23

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**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: November 16, 2021
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

Oconee County requests permission to propose a lease agreement with the United States Army Corp of Engineers (USACE) to facilitate appropriate shoreline designation for a public access trail and courtesy dock to be located adjacent to Hartwell Village property and Lakeside Lodge property on Lake Hartwell.

BACKGROUND OR HISTORY:

This request is based on the nature of redevelopment of this area from a former manufacturing brown field site to a thriving mixed-use development with over 15 retail stores and restaurants creating a new high density area for public usage. As such, this land would be considered a new High Density Public Recreation Area as defined in the most recent Hartwell Dam and Lake Project Master Plan Update (4.1.2 High Density Recreation) of October 2021. High Density Recreation is defined in the master plan as “lands acquired for project operations and allocated for use as developed public use areas for intensive recreation activities by the visiting public, including areas for concession and group use development.”

SPECIAL CONSIDERATIONS OR CONCERNS:

Presently, members of the public who are attempting to access Hartwell Village from Lake Hartwell have no safe moorage. The public is currently beaching their boats on the shore and walking through undeveloped areas to access new restaurants inside Hartwell Village, which is potentially dangerous to individuals and their property. Over time, this type of access will be a negative impact to the undeveloped areas along the shoreline.

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No [review #2001-15 on Procurement’s website]
If no, explain briefly: Does not apply

STAFF RECOMMENDATION:

Staff recommends approval for the Administrator to sign a proposal to the USACE for a new lease agreement to facilitate appropriate shoreline designation for a public access trail and courtesy dock to be located adjacent to Hartwell Village property and Lakeside Lodge property on Lake Hartwell.

FINANCIAL IMPACT:

None at this time

ATTACHMENTS

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Approved for Submittal to Council:

Phil Shirley, PRT Director
Department Head/Elected Official

Amanda Brock, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

October 5, 2021

Oconee County Proposal for Lake Hartwell Public Access

Lakeside Lodge Clemson promised to invest at least \$35M and has delivered a project assessed at \$49,460,807



I. INTRODUCTION

As Oconee County continues to grow, supporting that growth through economic development and providing recreation are vital to the sustainability of our community. Hartwell Village, including Lakeside Lodge, is a perfect example of how the right type of development can make a great impact by encouraging investments in the county, adding jobs and services to the community, and generating ongoing revenue through taxes and visitor spending. Oconee County Council worked hard to put together an aggressive incentive package to bring Hartwell Village, a former brownfield site, into a thriving development in a county that is often overlooked. The next step is Oconee County's formal request to propose a lease agreement with the U.S. Army Corps of Engineers (USACE) to facilitate a Public Access Trail and Courtesy Dock on a portion of the development.

Hartwell Village currently has 15 retail stores and restaurants, including a grocery store, two hotels, a large church and a soon-to-open student apartment complex. This \$200+ million investment has become a major draw to the local community, as well as for visitors to Oconee County and the City of Clemson, many of whom are already accessing the area from Lake Hartwell through unsafe measures of beaching their boats.

The goal of the new Oconee County Public Access Trail and Courtesy Dock is to allow people on Lake Hartwell the ability to safely access the businesses and services in Hartwell Villages. A recent online public petition generated more than 1,000 signatures and 300 comments in support of a public lake access. With this project, Oconee County has the opportunity to address the needs of the public while also supporting economic development through tourism dollars and tax revenue without a cost burden on taxpayers through a collaborative private/public partnership with Hartwell Village. The 120 owners of the Lakeside Lodge Clemson units, the condo-hotel located in Hartwell Village, will donate a portion of their property that joins the hotel to the retail area to Oconee County and will fund the construction and ongoing maintenance of the public access and courtesy dock.

Oconee County believes this request is entirely consistent with the USACE's management objectives for Lake Hartwell and furthers the USACE's objective related to public access. It is our belief that this new public access will better position Oconee County for today and tomorrow.



Hartwell Village retail

II. IMPACT OF HARTWELL VILLAGE

More than \$200 million has been invested to create Hartwell Village, Oconee County’s largest commercial development. According to comments from the director of Oconee Economic Alliance, “this development has helped put Oconee on the map from a retail standpoint. It has helped build the community vibrancy, stop retail leakage to other markets, provide jobs and prove to other national retailers that Oconee County is an emerging market to possibly look at for a future opportunity.”

Two of Oconee County’s six hotels are located in Hartwell Village, meaning this site has become a key component to the growth of the county’s tourism industry. Adding a public access to the lake at this site would generate additional overnight stays in these hotels and draw more tourists to the retail businesses in Oconee County.

Overall, Hartwell Village has been an economic driver for Oconee County through increased revenues from hospitality taxes and business license fees.

Capital investments

- Seneca and Oconee County - over \$5 Million in tax incentives, infrastructure
- NewSpring Church (opened 2016)
- Hartwell Village (retail began opening in 2018)
- Tru by Hilton hotel (opened in 2019)
- Lakeside Lodge Clemson condo-hotel (opened in 2020) - over \$40 million

Retail sales and accommodations taxes:

- 400+ bed student housing complex opened in 2020
- Lakeside Lodge (189 keys) and tru by Hilton (98 keys) are projected to add to the accommodations tax base annually.
- 15 retail stores currently open with another six in development or available.

Impact on job creation

- Upon full completion of Hartwell Village, it is expected to provide 300 to 400 jobs.
- From 2015 to 2020, jobs increased only 0.8% (224 jobs) in Oconee County. This change fell short of the national growth rate of 1.3%. Labor force participation rate decreased from 54.4% to 51.4% between 2015 and 2020. With the impact of Hartwell Village, jobs are projected to grow by 1,037 over the next five years. (Upstate Alliance)



Impact to area growth and quality of life

- Retail trade, real estate rental and leasing, and accommodations and food service are three of the top growing industries in Oconee County, all of which are found at Hartwell Village.
- Population grew by 4,741 (6.2%) over the last five years and is projected to grow by 4,417 (5.5%) over the next five years. (Upstate Alliance)
- There are approximately 26,300 people that live within five miles of Hartwell Village.

Oconee County Impact of Tourism in 2019

- Visitor Spending - \$72.76 million
- Payroll - \$10.97 million
- Jobs supported by travel - 510

III. U.S. ARMY CORPS OF ENGINEERS PURPOSE AND MASTER PLAN UPDATE

The U.S. Army Corps of Engineers (USACE) is charged to protect and manage the shoreline to promote the safe and healthful use by the public while maintaining environmental safeguards to ensure quality resources for use by the public. The stated goal is to optimize recreational experiences for the maximum number of people, while assuring compatibility among permitted private uses, general public use, and protection of lake resources.

Currently USACE is updating its Lake Hartwell Master Plan in order to provide a programmed approach to the management of all lands on Lake Hartwell. Originally created in 1981, the goal of the proposed Master Plan update is to create an overall land and water management plan, resource objectives, and associated design and management concepts, which:

1. Incorporates updates to policies and regulations pertaining to the management and future development of the Hartwell Lake Project.
2. Provides the best possible combination of responses to regional needs, resource capabilities and suitability, and expressed public interests and desires consistent with authorized project purposes.
3. Addresses changes in land uses, recreational uses, and natural resources management activities.
4. Provides for the orderly and timely development of recreation facilities by lessees and the Corps.
5. Ensures that program management actions are based on current information and regulations through collaboration with the public, stakeholders, and subject matter experts.

According to the Master Plan, “recreational use at the Hartwell Lake Project continues to evolve with approximately 9.2 million visitors in FY2020. While visitation in recreational areas remains strong, facilities (e.g., marina and cabins) in outgranted areas indicate that there is a demand for recreational opportunities not offered in traditional USACE parks.” (MP 2.10.3 Recreation Analysis)

It is within the scope of this Master Plan update that Oconee County seeks to create a new recreational area and public access within the Hartwell Village development through a lease agreement with the USACE.

IV. OCONEE COUNTY REQUEST

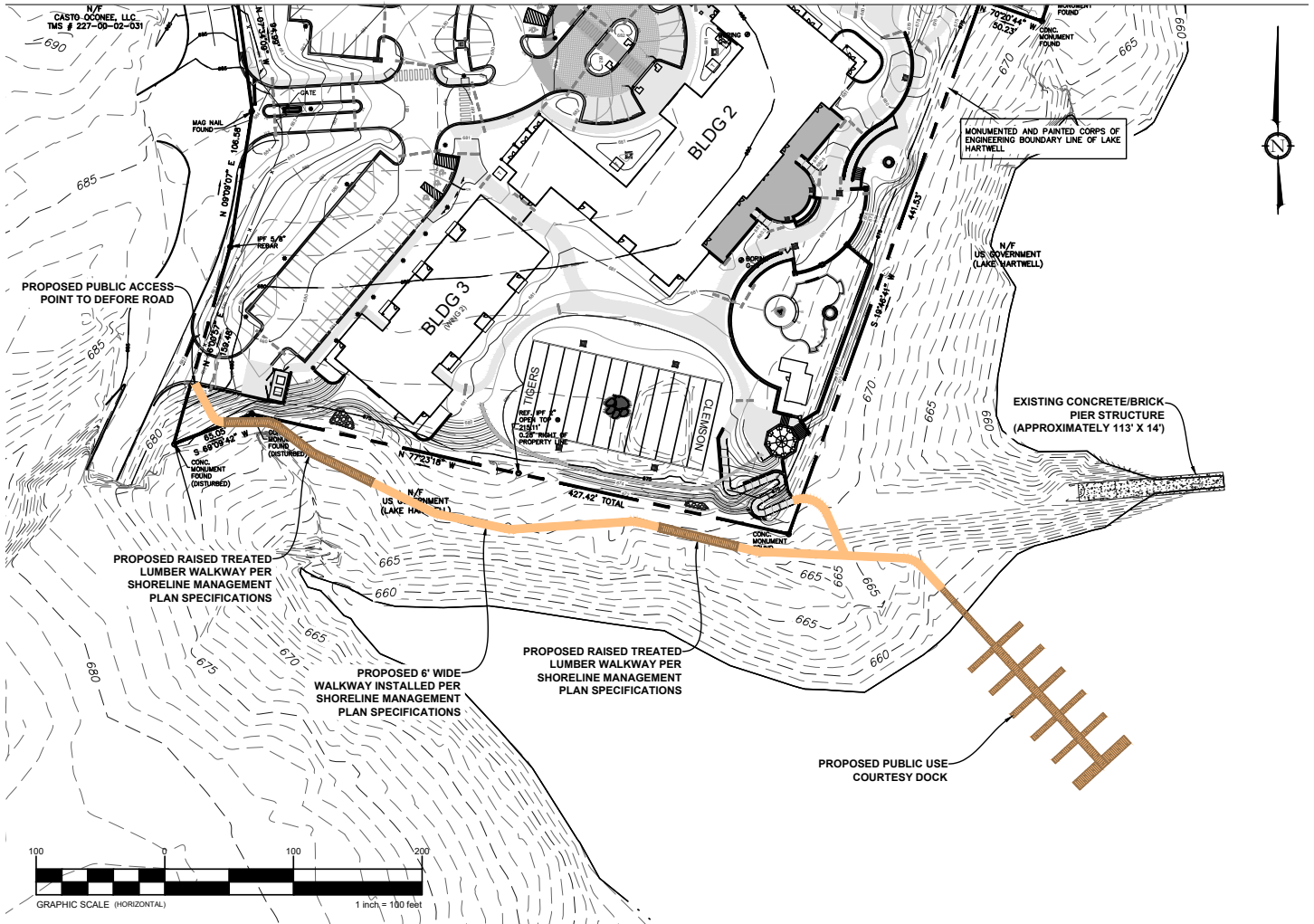
Oconee County proposes a lease agreement with the USACE to facilitate a Public Access Trail and Courtesy Dock located adjacent to Hartwell Village property and Lakeside Lodge Clemson identified as Oconee County TMS 226-00-02-001.

This request is based on the nature of redevelopment of this area from a former manufacturing brown field to a thriving mixed-use development that is now considered high density based on the public usage. As such, this land would be considered a new High Density Public Recreation Area as defined in the Master Plan Update (4.1.2 High Density Recreation). “This category includes lands acquired for project operations and allocated for use as developed public use areas for intensive recreational activities by the visiting public, including areas for concession and group use development.” In addition, “Public Recreation Areas are defined as lands identified and managed for the benefit of the public in general, including concessions.”

Concerning to overall impact to Lake Hartwell, due to the recent closure of seven public lakeside parks on Lake Hartwell, the addition of this new public access does not increase the overall access to the lake but rather moves it to a higher density area. In addition, the proposed public access would not have ingress/egress to the lake but would provide courtesy docks for boats to safely park. Thus, there would be no additional boats added to the lake as a result of this initiative.

Funding for the new public access would be covered through a partnership with a private entity. The developers of Lakeside Lodge Clemson have an agreement with Oconee County to fund the construction and ongoing maintenance of the Public Access Trail and Courtesy Dock.

19.024 - Trail & Dock Exhibit - Oconee County-Army Corps (Trail)



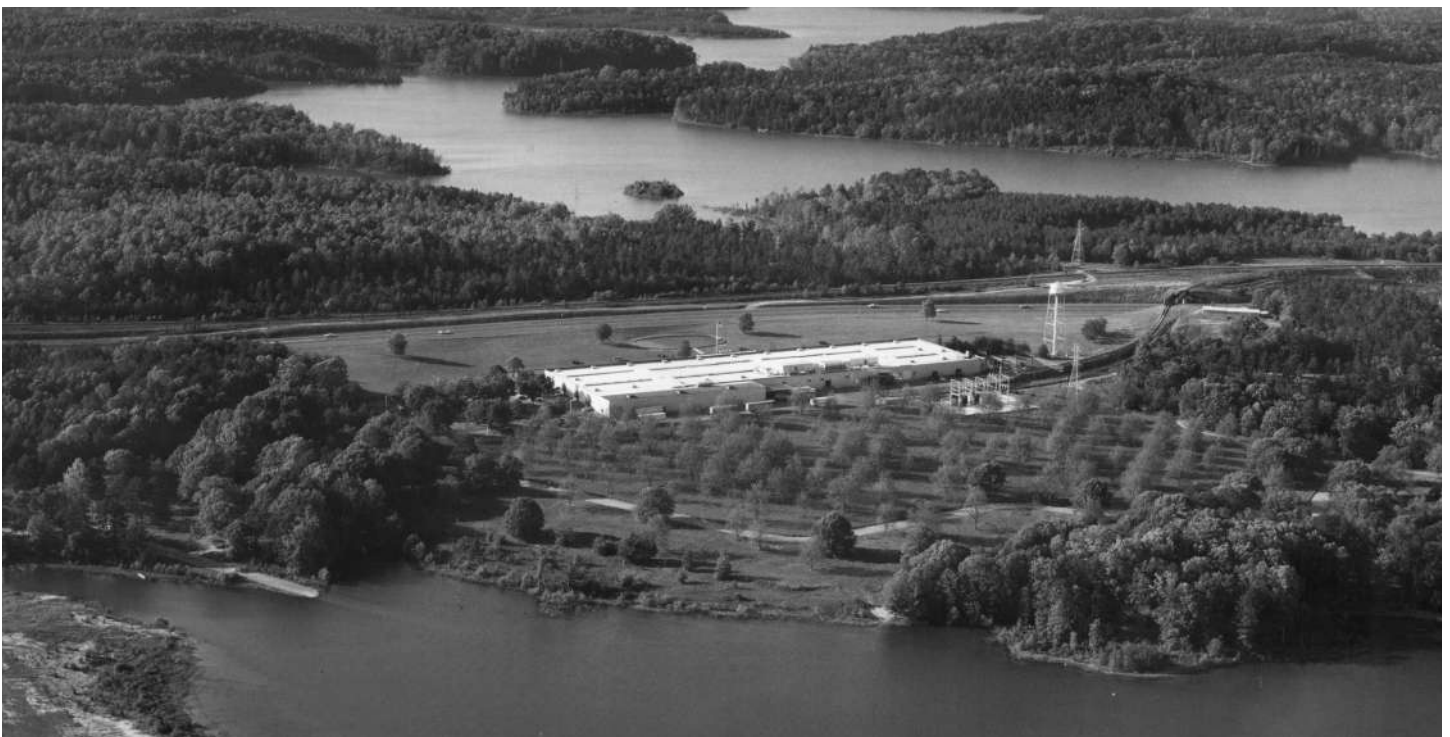
OCONEE COUNTY
PROPOSED PUBLIC ACCESS
TRAIL & COURTESY DOCK EXHIBIT

V. HISTORY OF SITE - FROM BROWNFIELD TO HARTWELL VILLAGE

The Hartwell Village property was originally part of a larger tract of land consisting of 94 acres owned by Milliken & Company. In 1944, the Milliken Defore Plant began operations as a synthetic tire cord plant with twisting and weaving processes. Knitting equipment was installed in 1985 and expanded in 1994. By 1995, a significant portion of the twisting process was removed, and additional knitting machines were installed. From 1997 to 2008, the knitting process increased to 40 machines. Production was scaled down in 2008 when Milliken moved the processes to another plant, and the Milliken Defore Plant ceased operation in 2009.

The property was considered a brownfield site when the Milliken Defore Plant ceased operation in 2009. The plant site was the subject of a Voluntary Clean-up Contract in 2013 with the S.C. Department of Health and Environmental Control (DHEC) which provided for assessment and remediation of the plant site, thus making the property suitable for development and resulting in significant investment in the property. In December 2013, NewSpring church bought 62 acres of the land. They used 17 acres to build a new church and sold 45 acres to Costco Oconee LLC to create what is now Hartwell Village. In 2017, Clemson Family Investors purchased approximately eight acres develop Lakeside Lodge Clemson, of which they will give an easement to Oconee County in addition to the Corps lease in order to create the Public Access Trail.

Given the 65-year history of industrial use of the property, and the fact that the Milliken Defore Plant was in full operation and preparing for expansion in 1981 when the original Master Plan



Milliken Defore Plant - Clemson University Libraries



Boats moored on shore near Hartwell Village



Current natural path from Lake Hartwell to Hartwell Village

was developed and in 1989 when the shoreline allocations were adopted, the USACE likely never envisioned use of this property as a mixed-use development. The industrial nature of the property influenced the USACE initial decision to assign its land usage which now needs to be reevaluated and updated. 36 CFR 327.30(e)(5) provides the USACE clear authority for shoreline allocations to complement land uses.

VI. SAFETY CONCERNS

Presently, members of the public who attempt to access Hartwell Village from Lake Hartwell have no safe moorage. People end up beaching their boats on the shore which is potentially dangerous to both individuals and their property. Plus, it could negative environmental impacts on the shoreline and marine life. Oconee County's proposed Public Access Trail and Courtesy Dock have been designed to meet all of the USACE's requirements for environmental and safety concerns.

VII. PUBLIC PETITION

An online public petition was launched in November 2020 to gauge support of a new Oconee County public walkway and dock. Within 10 ten days, the petition generated more than 1030 people signed the petition and over 300 left comments in support of the project. See attached copy of the petition and comments.

VIII. POLITICAL SUPPORT

This public access project has the support of state and national elected officials who understand the beneficial reuse of the property and positive economic impact Hartwell Village brings to Oconee County.

The project has letters of support from the local, state and national level:

The Honorable Lindsay Graham and The Honorable Tim Scott, US Senators

The Honorable Jeff Duncan, Member, US House of Representatives

The Honorable Henry McMaster, Governor of South Carolina

The Honorable Thomas Alexander, Member, South Carolina Senate

The Honorable Bill Sandifer, Member, South Carolina House of Representatives

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: November 16, 2021

ITEM TITLE:

Council consideration and approval of funding allocation to the Blue Ridge Community Center for Clemson University's Phase Two Mill Hill Opportunity Zone Proposal in the amount of \$59,882.00. This is for the development and completion of the Opportunity Zone design work, focusing efforts on the East South Sixth Street Corridor in the Utica Mill Hill area in central Oconee County.

BACKGROUND DESCRIPTION:

The Blue Ridge Community Center is a charitable organization located in the heart of the Utica Mill Hill Opportunity Zone. The Community Center has agreed to serve as the hub for community meetings, presentations and other forms of outreach related to the Phase Two Opportunity Zone Project. The Community Center will also work in tandem with Clemson University toward the completion of the following items:

- Data Collection, including maps, GIS information, and preliminary research for existing conditions;
- Comprehensive Inventory and Analysis of the project area, including land use analysis, historic overview analysis and hydrology and watershed analysis;
- Strength, Weakness, Opportunities and Threats (SWOT) Analysis to determine appropriate design solutions;
- Planning, organizing and conducting community meetings for public input;
- Design and development of a Community Survey and community feedback collection;
- Generate a community profile based on GIS analysis, the American Community Survey (ACS) and demographic data;
- Conceptual design drawings; and
- Assembling conceptual design drawings for presentations, including a PDF and PowerPoint format.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

The Blue Ridge Community Center is a registered non-profit [501(c) – 3] organization.

FINANCIAL IMPACT [Brief Statement]:

The funding source is identified in the FY2022 Budget from the "Community Support" line item.
Clemson University Proposal is \$49,882
Blue Ridge Community Center allocation is \$10,000

Approved by: N/A

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available:

If yes, who is matching and how much:

Approved by: _____ **Grants**

ATTACHMENTS

Phase Two Mill Hill Opportunity Zone Proposal

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council approve the allocation of \$59,882 to the Blue Ridge Community Center for Clemson University's Phase Two Mill Hill Opportunity Zone Proposal.

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

Opportunity Zone Phase Two

Vital Corridor

South 6th Street—Dr. MLK Way

Oconee County
15022 Wells Highway
Seneca, SC 29678

Dr. Hala Nassar is presenting this proposal for providing conceptual design drawings for South 6th Street in Seneca, SC. The scope of work as defined below is to expand on the work that I have done in 2020-2021 for the Opportunity Zone Phase One which was concluded and presented to County Council on September 7th, 2021. In Opportunity Zone Phase one, South 6th Street was identified as a vital corridor that can support development and new land uses and serve as a catalyst for attracting new businesses to the Opportunity Zone. This proposal aims to focus on South 6th street and to produce conceptual design drawings that address street design as well as open space design with the intention of presenting a vision for development for South 6th Street corridor.

Each of the enumerated tasks below will inform and further define the next, and all tasks are executed utilizing research, design ideation, formatting, rendering, digital drafting, and visualizations.

Task (1)— This task focuses on collecting data needed for project, preparation of maps, obtaining GIS information, analyzing GIS data, conducting preliminary research of existing conditions. (\$4,990)

Task (2)— This task focuses on conducting a comprehensive inventory and analysis of city and site scales concerning, visual analysis, open space analysis, land use analysis, vegetation analysis, climate and microclimate analysis, behavioral mapping analysis, cognitive visual mapping analysis, historic overview analysis, slope and topography analysis, architectural character analysis and hydrology and watershed analysis. (\$4,988)

Task (3)— This task focuses on conducting a Strength, Weaknesses, Opportunities and Threat (SWOT) analysis for all inventories and research conducted in the previous phases to determine appropriate design solutions and inform design decisions. (\$2,494)

Task (4)— This task focuses on planning, organizing, and conducting a community participatory meeting to collect residents' input and opinions regarding a) areas that are considered assets for the community and need to be protected and enhanced, b) areas that are considered problematic and need design attention, & c) areas that have potential to be designed to address community needs. This requires contact with community leaders, sending flyer for the public event, preparing maps and materials, and conducting an in-person community participatory meeting. (\$4,988)

Task (5)— Designing and developing a community survey, collect community feedback regarding the development of South 6th Street. This task includes data collection, data analysis, data representation and preparation of data analysis in a presentation format. (\$4,988)

Task (6)— Generation of community profile based on GIS analysis, American Community Survey (ACS) and demographic data. (\$4,988)

Task (6)—This task focuses on the synthesis or site inventory research, SWOT analysis and community profile data to generate four different conceptual design approaches that addresses South 6th Street addressing a) sustainable landscapes, b) cultural connectivity, c) historic revival and d) community growth. (\$7,482)

Task (7)—This task focuses on the generation of specific designs for South 6th street suggested in Task 6 and completing conceptual design drawings to visualize the design solutions. (\$9,976)

Task (8)— This task focuses on the assembling of the conceptual design drawings into several formats for presentations including a digital PDF format and a powerpoint format. (\$4,988)

OCONEE CODE OF ORDINANCES

Sec. 2-61. - Access to and conduct at county meetings, facilities and property.

(a) *Purpose.* The county council has determined that it is necessary to regulate access to county facilities, grounds and property in order to ensure the safety and security of the public who visit these areas or the county employees who serve them. The conduct of persons who visit county facilities and/or who have contact with county employees must also be regulated to preserve public order, peace and safety. The regulation of access and conduct must be balanced with the right of the public to have reasonable access to public facilities and to receive friendly, professional service from county employees. These regulations apply to all county facilities and meetings, as defined below, for and over which county council exercises control and regulation, and to the extent, only, not pre-empted by state or federal law.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Facility means any building, structure, or real property owned, leased, rented, operated or occupied by the county or one of its departments, offices or agencies.

Meeting means any assemblage of persons for the purpose of conducting county governmental business, operations or functions or any assemblage of persons within a county governmental facility. The term "meeting" includes, but is not limited to, county council meetings, county board and committee and staff meetings, trials, hearings and other proceedings conducted in the courts of general sessions and common pleas, family court, master-in-equity, probate court and magistrate's court; and other meetings by entities duly authorized by the county council.

(c) *Prohibited acts.* It shall be unlawful for any person to:

- (1) Utter loud, obscene, profane, threatening, disruptive or abusive language or to engage in any disorderly or disruptive conduct that impedes, disrupts or disturbs the orderly proceedings of any meeting, or operations of any department or function of the county government, including, without limitation, speaking when not explicitly recognized and authorized to do so by the presiding official in such meeting.
- (2) Bring, carry, or otherwise introduce any firearm, knife with blade longer than two inches or other dangerous weapon, concealed or not concealed, into any facility or meeting. This prohibition does not apply to law enforcement personnel or any other person whose official, governmental duties require them to carry such firearm, knife, or other weapon.
- (3) Engage in partisan political activity, including speech, in any meeting not authorized and called for the purpose of partisan political activity and explicitly authorized for such purpose in the facility in which such activity is to be conducted, or refusing to cease such activity when the presiding official of the meeting in question has ruled that the activity in question is partisan political activity and has directed that such activity stop.
- (4) Interfere with, impede, hinder or obstruct any county governmental official or employee in the performance of his duties, whether or not on county government property.
- (5) Enter any area of a county government facility, grounds or property when such entry is prohibited by signs, or obstructed or enclosed by gates, fencing or other physical barriers. Such areas include rooms if clearly marked with signs to prohibit unauthorized entry.
- (6) Enter by vehicle any area of a county governmental facility, grounds or property when such area is prohibited by signs or markings or are obstructed by physical barriers; or park a vehicle in such restricted areas; or park in a manner to block, partially block or impede the passage of traffic in driveways; or park within 15 feet of a fire hydrant or in a fire zone; or park in any area not designated as a parking space; or park in a handicapped parking space without proper placarding or license plate; or park in a reserved parking space without authorization.

PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

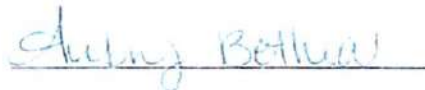
IN RE:

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of THE JOURNAL, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in Oconee County, Pickens County and the Pendleton area of Anderson County and the notice (of which the annexed is a true copy) was inserted in said papers on 01/08/2021 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
01/08/2021



Aubry Bethea
Notary Public
State of South Carolina
My Commission Expires November 20, 2030



FRIDAY, JANUARY 8, 2021

Public Notice

The Oconee County Council will meet in 2021 on the first and third Tuesday of each month with the following exceptions:

- April, July, & August meetings, which will be only on the third Tuesday of each of the three months;
- December meeting, which will be only the first Tuesday of the month.

All Council meetings, unless other-

wise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Waltham, South Carolina.

Oconee County Council will also hold a Planning Retreat beginning at 9:00 a.m. on Friday, February 19, 2021 in Council Chambers to establish short and long term goals.

Oconee County Council will also meet on Tuesday, January 4, 2022 in Council Chambers at which point they will establish their 2022 Council and Committee meeting schedules.

Oconee County Council will also hold a Budget workshop on Friday, March 19, 2021 in Council Chambers.

Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed.

Oconee County Council Committees will meet in 2021 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Waltham, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4:30 p.m. on the following dates: February 16, April 20, July 20, & September 21, 2021.

The Transportation Committee at 4:30 p.m. on the following dates: February 16, April 20, July 20, & September 21, 2021.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: March 16, May 18, August 17, & October 19, 2021.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 16, May 18, August 17, & October 19, 2021.

The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: February 19 [Strategic Planning Retreat] & March 19 [Budget Workshop] and 5:00 p.m. on the following dates: April 13 & May 2021.

Oconee County Council

Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29691

Phone: 864-718-1023
Fax: 864-718-1024

E-mail:
ksmith@oconeesc.com

John Elliott
Chairman
District I

Matthew Durham
District II

Paul A. Cain
Vice Chairman
District III

Julian Davis, III
Chairman Pro Tem
District IV

J. Glenn Hart
District V



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General Fund Monthly Council Report

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Amended Budget (Council Approved Pay Increases, Encumbrances Roll Overs and Transfers)	Jul-21	Aug-21	Sep-21	Oct-21	Year To Date	Encumbrance	Remaining	Remaining Percent (67%)	Notes
General Fund Revenue											
080 Encumbrance Roll from FY 2020							(693,572.75)				
080 Local Revenue	51,430,440.00	51,430,440.00	912,513.80	1,314,857.59	985,787.11	2,245,618.93	5,458,777.43	-	45,971,662.57	89%	Tax Collections Start in October.
081 State Revenue	3,945,212.00	3,945,212.00	3,373.78	-	387.55	4,875.00	8,636.33	-	3,936,575.67	100%	Quarterly Revenues
082 Federal Revenue	199,500.00	199,500.00	-	-	1,303.50	6,917.45	8,220.95	-	191,279.05	96%	Quarterly Revenues
090 Other Financing Sources	1,260,000.00	1,260,000.00	-	-	964.39	1,320.60	2,284.99	-	1,257,715.01	100%	Quarterly or Year End Posting
Total General Fund Revenue	56,835,152.00	56,835,152.00	915,887.58	1,314,857.59	988,442.55	2,258,731.98	4,784,346.95	-	51,357,232.30		
General Fund Expenditures											
101 Sheriff	9,769,341.00	10,016,679.21	749,550.21	743,831.52	781,238.75	709,930.07	2,984,550.55	110,727.57	6,921,401.09	71%	
103 Coroner	303,470.00	312,109.78	18,900.99	21,956.33	21,850.07	21,446.78	84,154.17	794.95	227,160.66	75%	
104 Communications	1,718,079.00	1,745,111.39	135,849.55	124,042.96	135,474.58	121,171.97	516,539.06	11,627.49	1,216,944.84	71%	
106 Law Enforcement Center	4,617,760.00	4,678,724.32	326,202.77	348,779.99	397,599.06	306,622.36	1,379,204.18	498,181.61	2,801,338.53	61%	Yearly Encumbrances
107 Ems & Fire Services	6,347,010.00	6,561,720.88	253,980.48	203,224.37	235,443.58	445,808.24	1,138,456.67	142,709.12	5,280,555.09	83%	Fire Contracts Paid in Dec
110 Animal Control	658,107.00	665,507.85	30,859.75	46,680.64	54,241.25	45,775.45	177,557.09	17,669.75	470,281.01	71%	
202 Parks, Recreation, & Tour	769,984.00	778,822.69	159,141.88	35,098.75	69,058.64	31,796.03	295,095.30	1,055.03	482,672.36	63%	
203 High Falls Park	452,549.00	458,260.43	42,888.41	53,154.93	38,018.78	45,782.83	179,844.95	834.69	277,580.79	61%	
204 South Cove Park	554,386.00	559,777.06	37,822.04	50,846.26	55,669.80	43,674.53	188,012.63	-	371,764.43	67%	
205 Chau Ram Park	373,660.00	378,251.41	29,230.94	38,699.74	35,423.73	24,644.86	127,999.27	1,488.93	248,763.21	67%	
206 Library	1,469,376.00	1,495,888.13	141,393.96	123,918.28	106,374.26	93,673.10	465,359.60	8,501.30	1,022,027.23	70%	
301 Assessor	1,037,941.00	1,058,078.69	63,465.35	104,467.34	76,215.64	99,759.57	343,907.90	5,140.14	709,030.65	68%	
302 Auditor	603,155.00	612,713.30	44,847.11	39,023.34	46,048.41	37,702.16	167,621.02	70,518.56	374,573.72	62%	Yearly Encumbrances
303 Brd Of Assessment Appeals	12,003.00	12,003.00	54.70	140.87	50.45	231.74	477.76	-	11,525.24	96%	
305 Tax Collector	459,939.00	471,053.73	40,925.56	15,619.31	33,642.79	37,284.27	127,471.93	140,835.10	202,746.70	44%	Yearly Encumbrances
306 Treasurer	645,385.00	654,430.36	50,893.27	49,853.48	74,269.15	45,923.30	220,939.20	61,357.46	372,133.70	58%	Yearly Encumbrances
402 Dept Of Social Services	13,200.00	13,200.00	904.28	962.15	997.24	988.29	3,851.96	-	9,348.04	71%	
403 Health Department	29,134.00	29,134.00	1,431.25	1,036.34	1,602.07	4,144.01	8,213.67	-	20,920.33	72%	
404 Veterans' Affairs	213,403.00	217,523.83	14,358.92	14,419.99	14,666.38	14,062.27	57,507.56	2,262.77	157,753.50	74%	
501 Clerk Of Court	696,419.00	708,591.53	66,683.66	50,808.69	45,175.92	58,010.42	220,678.69	4,128.62	483,784.22	69%	
502 Probate Court	377,073.00	383,939.97	37,802.67	27,292.88	30,513.13	26,101.94	121,710.62	2,665.91	259,563.44	69%	
504 Solicitor	1,013,700.00	1,034,043.75	67,466.96	61,181.04	56,464.84	27,875.49	212,988.33	-	821,055.42	81%	
509 Magistrate	938,198.00	953,612.96	86,764.88	64,357.75	63,176.84	64,075.07	278,374.54	4,043.73	671,194.69	72%	
510 Public Defender	250,000.00	250,000.00	-	-	-	125,000.00	125,000.00	-	125,000.00	50%	
601 Road Department	2,967,509.00	3,013,337.72	172,533.97	180,756.70	185,825.74	171,345.16	690,461.57	10,248.55	2,312,627.60	78%	
702 Building Codes	651,582.00	661,650.09	68,943.97	39,780.33	54,572.18	45,119.70	208,416.18	7,033.67	446,200.24	68%	
704 County Council	311,016.00	312,340.20	15,525.44	26,727.26	27,299.92	9,434.29	78,986.91	58,153.21	175,200.08	56%	Yearly Encumbrances
705 Direct Aid	671,867.00	680,667.00	41,500.00	53,492.00	68,546.00	68,000.00	231,538.00	2,400.00	446,729.00	66%	
706 Delegation	96,389.00	98,098.55	7,371.83	7,319.00	6,758.31	7,301.02	28,750.16	526.36	68,822.03	71%	
707 Economic Development	682,691.00	690,046.60	25,152.04	24,794.93	26,172.27	69,471.69	145,590.93	2,929.11	541,526.56	79%	
708 Finance Department	679,902.00	695,666.44	88,834.89	54,053.86	55,103.68	64,324.72	262,317.15	3,356.41	429,992.88	63%	
709 Non-Departmental	2,887,364.00	3,111,156.27	71,589.93	56,388.31	54,573.34	1,108,053.07	1,290,604.65	223,015.87	1,597,535.75	55%	
710 Human Resources	344,375.00	354,473.08	19,563.52	26,236.84	36,497.56	36,227.55	118,525.47	2,616.31	233,331.30	68%	
711 Information Technology	1,132,226.00	1,145,550.70	59,000.83	106,259.75	113,955.22	59,710.60	338,926.40	54,141.51	752,482.79	66%	Yearly Encumbrances
712 Planning Department	388,924.00	394,675.15	13,430.82	17,159.08	19,718.33	19,477.44	69,785.67	1,041.67	323,847.81	83%	
713 Procurement	176,724.00	182,966.34	23,644.00	13,146.51	12,144.31	13,866.01	62,800.83	1,009.71	119,155.80	67%	
714 Facilities Maintenance	1,404,957.00	1,422,377.55	83,662.12	129,974.79	104,843.79	94,192.94	412,673.64	6,022.67	1,003,681.24	71%	
715 Registration & Elections	244,996.00	249,068.53	61,406.37	16,059.91	15,705.91	16,030.36	109,202.55	1,259.57	138,606.41	57%	
716 Soil & Water Conservation	84,043.00	85,027.09	3,769.66	4,241.90	4,570.31	10,315.85	22,897.72	5,594.25	56,535.12	67%	

General Fund Monthly Council Report

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Amended Budget (Council Approved Pay Increases, Encumbrances Roll Overs and Transfers)	Jul-21	Aug-21	Sep-21	Oct-21	Year To Date	Encumbrance	Remaining	Remaining Percent (67%)	Notes
717 Administrator's Office	1,569,130.00	866,418.47	29,802.63	26,957.20	38,909.92	38,578.70	134,248.45	2,296.84	729,873.18	47%	
718 Solid Waste Department	5,411,117.00	5,590,009.06	171,533.39	378,986.67	408,813.26	371,376.76	1,330,710.08	1,482,190.45	2,777,108.53	51%	Yearly Encumbrances
720 Airport	1,381,264.00	1,433,152.50	102,172.19	136,064.22	230,290.07	216,356.54	684,883.02	199,605.36	548,664.12	40%	Yearly Encumbrances
721 Vehicle Maintenance	962,684.00	980,736.89	67,889.24	72,657.64	78,968.82	70,552.11	290,067.81	3,872.39	686,796.69	71%	
735 Register Of Deeds	317,244.00	330,158.21	22,032.11	23,896.02	26,576.28	32,767.46	105,271.87	40,532.86	184,353.48	58%	Yearly Encumbrances
741 County Attorney	398,876.00	434,970.04	17,780.26	19,966.73	20,318.79	19,754.77	77,820.55	-	357,149.49	90%	
095 Other Financing Uses	747,000.00	747,000.00	-	-	-	-	-	-	747,000.00	100%	
Encumbrance Reserve add to Dept	-	(693,572.75)	-	-	-	-	-	-	-	-	
Total General Fund Expenditures	56,835,152.00	56,835,152.00	3,568,558.80	3,614,316.60	3,963,379.37	4,973,741.49	16,119,996.26	3,192,389.50	38,216,338.99	80%	

Rock Quarry Fund Monthly Council Report

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Amended Budget (Council Approved Pay Increases, Encumbrances Roll Overs and Transfers)	Jul-21	Aug-21	Sep-21	Oct-21	Year To Date	Encumbrance	Remaining	Remaining Percent (67%)	Notes
Revenue											
080 Encumbrance Roll from FY 2020							-				
080 Local Revenue	6,760,000.00	6,805,755.90	567,947.43	606,720.22	476,126.68	899,693.21	2,550,487.54	-	4,255,268.36	63%	
Total Revenue	6,760,000.00	6,805,755.90	567,947.43	606,720.22	476,126.68	899,693.21	2,550,487.54	-	4,255,268.36		
Expenditure											
719 Rock Quarry	5,107,050.00	5,110,797.10	74,178.58	357,138.78	326,597.87	397,163.66	1,155,078.89	822,439.55	3,133,278.66	61%	
Lease Payment	702,453.00	702,453.00	-	-	-	-	-	-	702,453.00	100%	Payment due in May
095 Other Financing Uses	1,000,000.00	1,000,000.00	-	-	-	-	-	-	1,000,000.00	100%	Transfers posted in June
Change in Net Assets (FB)	(49,503.00)	(49,503.00)	-	-	-	-	-	-	(49,503.00)	100%	
Encumbrance Roll Over		(3,747.10)	-	-	-	-	-	-	(3,747.10)		
Total Expenditure	6,760,000.00	6,760,000.00	74,178.58	357,138.78	326,597.87	397,163.66	1,155,078.89	822,439.55	4,782,481.56		

Emergency Services Special Revenue Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Amended Budget (Encumbrances Roll Overs and Transfers)	Jul-21	Aug-21	Sep-21	Oct-21	Year To Date	Encumbrance	Remaining	Remaining Percent (67%)	Notes
Revenues										Revenues	
080 Encumbrance Roll from FY 2020							-				
080 Local Revenue	1,512,000.00	1,512,000.00	14,820.66	13,521.99	15,311.80	30,512.67	74,167.12	-	1,437,832.88	95%	Tax Collections Start in October.
Total Revenue	1,512,000.00	1,512,000.00	14,820.66	13,521.99	15,311.80	30,512.67	74,167.12	-			
Expenditure											
020 Emergency Services Fund	1,512,000.00	1,590,253.16	8,112.37	5,054.68	18,497.10	289,409.46	321,073.61	16,127.50	1,253,052.05	79%	Basic Station Expenditures are paid out quarterly
Encumbrance Roll Over		(78,253.16)	-	-	-	-	-	-	-		
Total Expenditures	1,512,000.00	1,512,000.00	8,112.37	5,054.68	18,497.10	289,409.46	321,073.61	16,127.50			

Sheriff Victims' Services Special Revenue Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Amended Budget (Council Approved Pay Increases, Encumbrances Roll Overs and Transfers)	Jul-21	Aug-21	Sep-21	Oct-21	Year To Date	Encumbrance	Remaining	Remaining Percent (67%)	Notes
Revenues											
Assessments	24,000.00	24,000.00	2,518.75	-	-	1,671.16	4,189.91	-	19,810.09	83%	
Surcharges	30,000.00	30,000.00	1,923.84	-	-	-	1,923.84	-	28,076.16	94%	
General Fund Transfer	137,000.00	137,000.00	-	-	-	-	-	-	137,000.00	100%	Transfers posted in June
Total Revenue	191,000.00	191,000.00	4,442.59	-	-	1,671.16	6,113.75	-	184,886.25		
Expenditure											
Victims Services Salaries (2)	127,753.00	127,753.00	10,162.83	9,683.54	10,474.05	9,683.54	40,003.96	-	87,749.04	69%	
Use of FB	63,247.00	63,247.00	-	-	-	-	-	-	-	-	
Total Expenditures	191,000.00	191,000.00			10,474.05	9,683.54	40,003.96	-	87,749.04		

Solicitor Victims' Services Special Revenue Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Amended Budget (Council Approved Pay Increases, Encumbrances Roll Overs and Transfers)	Jul-21	Aug-21	Sep-21	Oct-21	Year To Date	Encumbrance	Remaining	Remaining Percent (67%)	Notes
Revenues											
Assessments	3,000.00	3,000.00	11.47	-	-	-	11.47	-	2,988.53	100%	
Surcharges	20,000.00	20,000.00	296.92	-	-	-	296.92	-	19,703.08	99%	
General Fund Transfer	110,000.00	110,000.00	-	-	-	-	-	-	110,000.00	100%	Transfers posted in June
Total Revenue	133,000.00	133,000.00	308.39	-	-	-	308.39	-	132,691.61		
Expenditure											
Victims Services Salaries (2)	74,319.00	74,319.00	5,700.71	5,657.82	5,711.09	5,657.82	22,727.44	-	51,591.56	69%	
	58,681.00	58,681.00	-	-	-	-	-	-	58,681.00		
Total Expenditures	133,000.00	133,000.00			5,711.09	5,657.82	22,727.44	-	110,272.56		

911 Communications Special Revenue Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Amended Budget (Encumbrances Roll Overs and Transfers)	Jul-21	Aug-21	Sep-21	Oct-21	Year To Date	Encumbrance	Remaining	Remaining Percent (67%)	Notes
Revenues											
Encumbrance Reserve											
AT&T Surcharge	160,000.00	160,000.00	-	-	7,968.40	14,901.94	22,870.34	-	137,129.66	86%	Revenue posted Quarterly
Competitive Local Exchange Carrier	60,000.00	60,000.00	-	-	2,422.42	9,091.34	11,513.76	-	48,486.24	81%	Revenue posted Quarterly
State Wireless	70,000.00	70,000.00	-	-	-	-	-	-	70,000.00	100%	Revenue posted Quarterly
Budget and Control Board	200,000.00	200,000.00	-	-	-	-	-	-	200,000.00	100%	Revenue posted Quarterly
Use of Fund Balance	494,000.00	494,000.00	-	-	-	-	-	-	494,000.00	100%	
Total Revenue	984,000.00	984,000.00	-	-	10,390.82	23,993.28	34,384.10	-	949,615.90	97%	
Expenditure											
225 Communications 911 Funds	984,000.00	1,084,877.64	-	172,225.68	260,850.55	50,430.33	483,506.56	101,060.58	500,310.50	46%	Yearly Encumbrance
Encumbrance		(100,877.64)	-	-	-	-	-	-	-		
Total Expenditures	984,000.00	984,000.00	-	172,225.68	260,850.55	50,430.33	483,506.56	101,060.58	500,310.50		

Tri-County Technical College Special Revenue Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Amended Budget (Encumbrances Roll Overs and Transfers)	Jul-21	Aug-21	Sep-21	Oct-21	Year To Date	Encumbrance	Remaining	Remaining Percent (67%)	Notes
Revenues											
Tax Collections	1,580,200.00	1,580,200.00	17,068.36	16,560.93	17,834.67	35,267.87	86,731.83	-	1,493,468.17	95%	Main Collection Months Nov - Feb
Total Revenue	1,580,200.00	1,580,200.00		16,560.93	17,834.67	35,267.87	86,731.83	-	1,493,468.17		
Expenditure											
TCTC Payments	1,580,200.00	1,580,200.00	-	19,863.00	17,166.18	23,270.76	60,299.94	-	1,519,900.06	96%	
Change in Fund Balance	-	-	-	-	-	-	-	-	-	0%	
Total Expenditures	1,580,200.00	1,580,200.00		19,863.00	17,166.18	23,270.76	60,299.94	-	1,519,900.06		

Road Maintenance Tax Special Revenue Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Amended Budget (Encumbrances Roll Overs and Transfers)	Jul-21	Aug-21	Sep-21	Oct-21	Year To Date	Encumbrance	Remaining	Remaining Percent (67%)	Notes
Revenues											
Encumbrance Reserve											
Tax Collections	1,171,920.00	1,171,920.00	11,966.55	10,461.63	12,467.99	24,708.36	59,604.53	-	1,112,315.47	95%	Main Collection Months Nov - Feb
National Forestry Title I	220,000.00	220,000.00	-	-	-	-	-	-	220,000.00		
Other Finance Source	-	-	-	-	-	-	-	-	-		
Change in Fund Balance Increase(Decrease)	1,153,080.00	1,153,080.00	-	-	-	-	-	-	1,153,080.00		
Total Revenue	2,545,000.00	2,545,000.00		10,461.63	12,467.99	24,708.36	59,604.53	-	1,332,315.47		
Expenditures											
Expenditures	2,545,000.00	2,545,000.00	22,243.96	29,925.09	32,825.12	27,951.90	112,946.07	96,204.20	2,335,849.73	92%	Road Paving Encumbrance
Encumbrance Reserve											
Total Expenditures	2,545,000.00	2,545,000.00		29,925.09	32,825.12	27,951.90	112,946.07	96,204.20	2,335,849.73	92%	

Economic Development Capital Projects Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Amended Budget (Encumbrances Roll Overs and Transfers)	Economic Development Capital Projects Fund				Year To Date	Encumbrance	Remaining	Remaining Percent (67%)	Notes
			Jul-21	Aug-21	Sep-21	Oct-21					
Revenues											
Encumbrance Reserve											
Tax Collections	610,822.00	610,822.00	3,275.87	5,682.55	6,565.66	13,029.36	28,553.44	-	582,268.56	95%	Main Collection Months Nov - Feb
FILOT	500,000.00	500,000.00	-	-	-	-	-	-	500,000.00	100%	Prior Year Refund (CASTO)
Total Revenue	1,110,822.00	1,110,822.00	3,275.87	5,682.55	6,565.66	13,029.36	28,553.44	-	1,082,268.56		
Expenditures											
Encumbrance Reserve											
Expenditures	1,110,822.00	1,165,187.22	9,059.84	76,619.53	230,895.34	18,244.56	334,819.27	55,424.67	774,943.28	67%	
Encumbrance Reserve		(54,365.22)	-	-	-	-	-	-	-		
Total Expenditures	1,110,822.00	1,110,822.00	9,059.84	76,619.53	230,895.34	18,244.56	334,819.27	55,424.67	774,943.28		

Bridge and Culvert Capital Projects Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Amended Budget (Encumbrances Roll Overs and Transfers)	Bridge and Culvert Capital Projects Fund				Year To Date	Encumbrance	Remaining	Remaining Percent (67%)	Notes
			Jul-21	Aug-21	Sep-21	Oct-21					
Revenues											
Encumbrance Reserve											
Tax Collections	550,000.00	550,000.00	5,691.28	5,364.97	5,934.74	11,759.78	28,750.77	-	521,249.23	95%	Main Collection Months Nov - Feb
Use of Fund Balance	600,000.00	600,000.00	-	-	-	-	-	-	-		
Total Revenue	1,150,000.00	1,150,000.00	5,691.28	5,364.97	5,934.74	11,759.78	28,750.77	-	521,249.23		
Expenditures											
Encumbrance Reserve											
Expenditures	1,150,000.00	1,244,793.19	1,106.64	4,188.41	41,303.47	1,362.99	47,961.51	81,556.55	1,115,275.13	90%	
Encumbrance Reserve		(94,793.19)	-	-	-	-	-	-	-		
Total Expenditures	1,150,000.00	1,150,000.00	1,106.64	4,188.41	41,303.47	1,362.99	47,961.51	81,556.55	1,115,275.13		

Capital Equipment & Vehicle Capital Projects Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Amended Budget (Encumbrances Roll Overs and Transfers)	Capital Equipment & Vehicle Capital Projects Fund				Year To Date	Encumbrance	Remaining	Remaining Percent (67%)	Notes
			Jul-21	Aug-21	Sep-21	Oct-21					
Revenues											
Encumbrance Reserve											
Tax Collections	1,096,728.00	1,096,728.00	11,350.08	9,895.38	11,815.02	23,453.21	56,513.69	-	1,040,214.31	95%	Main Collection Months Nov - Feb
Insurance Proceeds	75,000.00	75,000.00	-	-	9,641.68	-	9,641.68	-	65,358.32	87%	
Sale of Capital Assets	50,000.00	50,000.00	-	-	-	-	-	-	50,000.00	100%	
Use of Fund Balance	200,000.00	200,000.00	-	-	-	-	-	-	-		
Total Revenue	1,421,728.00	1,221,728.00	11,350.08	9,895.38	21,456.70	23,453.21	66,155.37	-	1,155,572.63		
Expenditures											
Encumbrance Reserve											
Expenditures	1,421,728.00	1,421,728.00	-	231,220.36	-	-	231,220.36	-	1,421,728.00	100%	
Sheriff	-	229,598.56	-	-	-	-	-	-	(1,621.80)	-1%	
Animal Control	-	-	-	-	-	-	-	-	-		
High Falls Park	-	-	-	-	-	-	-	-	-		
Chau Ram Park	-	-	-	-	-	-	-	-	-		
Assessor	-	-	-	-	-	-	-	-	-		
Road Dept	-	128,475.00	-	-	-	-	-	128,475.00	-	0%	
Planning	-	26,127.00	-	-	-	-	-	26,127.00	-	0%	
Administrator	-	-	-	-	-	-	-	-	-		
Solid Waste	-	313,700.23	-	-	-	-	-	313,700.23	-	0%	
Airport	-	-	-	-	-	-	-	9,321.22	(9,321.22)		
Encumbrance Reserve		(697,900.79)	-	-	-	-	-	-	-		
Total Expenditures	1,421,728.00	1,421,728.00	-	231,220.36	-	-	231,220.36	477,623.45	1,410,784.98		

Parks, Recreation and Tourism

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Amended Budget (Encumbrances Roll Overs and Transfers)		Jul-21	Aug-21	Sep-21	Oct-21	Year To Date	Encumbrance	Remaining	Remaining Percent (67%)	Notes
Revenues												
Encumbrance Rollovers								(44,009.84)				
Tax Collections	717,051.00	717,051.00		7,367.33	6,670.82	7,707.51	15,295.33	37,040.99	-	680,010.01	95%	Oct 19 and April 20 Payments
Use of Fund Balance	782,949.00	782,949.00										
Total Revenue	1,500,000.00	1,500,000.00	-			7,707.51	15,295.33	37,040.99	-	680,010.01		High Point has not been allocated
Expenditures												
Encumbrance Rollovers		(44,009.84)		-	-	-	-	-	-	(44,009.84)		
Total Expenditures	1,500,000.00	1,500,000.00	-	-	-	-	-	-	13,300.00	1,486,700.00	99%	

Debt Service Fund

Budget Figures will show amended budgets due to transfers and Encumbrances	Original Budget	Amended Budget (Encumbrances Roll Overs and Transfers)		Jul-21	Aug-21	Sep-21	Oct-21	Year To Date	Encumbrance	Remaining	Remaining Percent (67%)	Notes
Revenues												
Tax Collections	1,868,306.00	1,868,306.00		16,994.84	15,821.43	21,812.16	33,209.39	87,837.82	-	1,780,468.18	95%	Oct 19 and April 20 Payments
Total Revenue	1,868,306.00	1,868,306.00	-			21,812.16	33,209.39	87,837.82	-	1,780,468.18		High Point has not been allocated
Expenditures												
2016B County GO Bond	398,232.00	398,232.00		-	-	16,116.00	-	16,116.00	-	382,116.00	96%	Oct 19 and April 20 Payments
2014 SSRB Refunding Bond	325,143.00	325,143.00		-	-	-	-	-	-	325,143.00	100%	Oct 19 and April 20 Payments
2017 GO Ref Bond Keowee Key	107,254.00	107,254.00		-	-	-	-	-	-	107,254.00	100%	Oct 19 and April 20 Payments
2019 GO Bond Kewoee Key Fire	58,378.00	58,378.00		-	-	-	-	-	-	58,378.00	100%	Oct 19 and April 20 Payments
2013 GO Bond Echo Hills	221,430.00	221,430.00		-	-	22,915.00	-	22,915.00	-	198,515.00	90%	Oct 19 and April 20 Payments
2020 GO Refunding Bond	757,869.00	757,869.00		-	-	58,184.50	-	58,184.50	-	699,684.50		
Total Expenditures	1,868,306.00	1,868,306.00	-	-	-	97,215.50	-	97,215.50	-	1,771,090.50		

Oconee County Council Meeting November 16, 2021

Discuss 2020 Redistricting plan and next steps

Public Comment Session regarding Redistricting 2020 If you are not able to attend in person and you have a comment, you may submit it by emailing jennifercadams@oconeesc.com or calling 864-718-1023, so that your comment may be read it into the record.

At Council meeting on October 19, the representatives from Revenue and Fiscal Affairs (RFA) suggested that the task of redrawing the District Map for Oconee County would be one of the easiest in the State. According to RFA, relatively minor changes are needed to stay within the acceptable population variances and the 7.7 % African American population in the County means that the Voting Rights Act won't be a factor.

However, according to their report, the minority (all non-white) population of Oconee County is 17.7%. District 3 currently has the most at 32.8%, while District 2 has 20.1%. The interests of the minority population should be a primary concern for all of us in the County. The process of adjusting District lines to accommodate the 5.84% increase in population since 2010 will require adjustments in all Districts. Districts 1 and 5, as currently drawn, exceed the target of equal population while Districts 2, 3 and 4 are below the target. The report includes a map marking the residence of the current County Council Members, two of whom live near the border of their Districts.

I agree with the comments of Janie Shipley at the October 19th meeting about the need for an open process with community participation; to respect the rights of minorities and communities of interest; to resist the urge to draw districts to protect incumbents or give preference to a political party. These are mostly consistent with the criteria adopted by the Council in Resolution 2021-15. However, the challenge for Council will be to decide among competing criteria as the map is drawn.

Sandra Land
452 Chetola Rd.
Seneca, SC 29672
sandyl@pa.net

Written comments to Oconee County Council, Nov 16 '21

The League of Women Voters is committed to promoting and encouraging a redistricting process that is fair and results in an electorate who feels like their vote matters. To accomplish this, there are several criteria which we ask that you honor as you redraw the maps for the Oconee County Council:

- Allow for fair representation of minorities
- Respect boundaries of precincts and municipalities and keep those boundaries intact within a specific Council district
- Maintain geographic contiguity
- Protect communities of interest

When voters don't feel like their vote matters, they are less likely to be interested in the process. We have a minority population in the county of almost 18%; one current council district has a minority population of 33% and we hope that you will draw maps that would encourage participation by the minority community. Further, we are concerned about the split of the precinct in West Union and the implications that may have on constituencies in that area.

We look forward to working with you as you proceed with redrawing County Council maps for Oconee County.

Regards,

Ruth Reed and Linda Gahan

Co-presidents, League of Women Voters of Oconee Pickens

	6/30/2016	6/30/2017	6/30/2018	6/30/2019	6/30/2020	6/30/2021
Community First						
Oconee County	-	Moved to TD	Moved to TD	Moved to TD	Moved to TD	Moved to TD
OC Detention Center Inmate Trust						55,073.05
OC Sheriff Cleared Seizure	257,789.87	161,229.01	64,469.53	33,111.68	17,777.35	16,527.56
OC Summary Court Escrow Seneca	1,770.20	1,914.61	1,858.60	1,010.23	1,206.85	1,167.97
Detention Center Inmate Trust McDaniel	14,832.48	22,590.79	21,537.05	Account Closed	Account Closed	Account Closed
Administrative Account	55,360.80	Moved to TD	Moved to TD	Moved to TD	Moved to TD	Moved to TD
Clerk of Court	-	Moved to TD	Moved to TD	Moved to TD	Moved to TD	Moved to TD
OC Sheriff Escrow	19,863.05	19,863.05	19,863.05	19,863.05	19,863.05	19,863.05
Detention Center Inmate Trust	3,285.55	3,285.55	3,277.31	3,278.94	3,280.57	3,282.20
Detention Center Inmate Service	44,669.79	77,655.33	111,298.73	119,110.66	117,725.20	111,793.06
Oconee Summary Escrow Westminter	515.53	396.67	552.74	479.98	434.44	434.44
OC Sheriff Pending Seizure	106,826.27	74,282.52	74,381.68	109,153.44	163,063.49	178,648.64
OC Treasurer Refund	-	Moved to TD	Moved to TD	Moved to TD	Moved to TD	Moved to TD
OC Sheriff Federal Seizure	967.41	1,239.43	38,630.71	62,298.73	184,118.39	85,914.64
OC Sheriff Seizure	13,315.10	11,402.08	17,131.95	21,618.32	14,929.68	13,451.31
Tax Overpayment Account	-	Moved to TD	Moved to TD	Moved to TD	Moved to TD	Moved to TD
OC Dention Center	Closed in 08/2020 due to fraud		-	46,440.34	30,098.92	Account Closed
OC Clerk of Court	-	-	-	100.00	12,212.95	15,820.64
OC Summary Court Walhalla	1,097.53	1,145.01	1,157.44	1,840.29	1,258.68	1,515.84
OC Summary Court Westminster	64.46	79.45	78.90	78.90	78.90	78.90
Detention Center Work Release	922.11	922.11	302.93	302.93	302.93	302.93
OC Summary Court Westminster	6,253.58	11,974.23	8,220.96	4,509.96	7,272.32	9,688.32
OC Summary Civil Seneca	4,771.00	4,878.87	2,912.00	5,391.00	2,980.83	4,787.00
OC Summary Criminal Traffic Seneca	23,264.38	14,624.69	9,696.05	15,677.31	10,691.90	17,159.72
OC Summary Cour Bond	0.01	0.01	0.01	0.01	0.01	1,482.01
OC Summary Court Salem	-	-	-	133.00	341.00	-
OC Summary Court West Union	4,378.00	7,262.95	3,476.00	1,879.99	3,171.29	5,382.79
OC Summary Civil Walhalla	2,145.00	2,485.00	2,771.00	3,311.00	3,162.00	3,257.00
OC Summary Criminal/Traffic Walhalla	50,573.49	36,885.36	37,240.47	33,377.93	45,372.06	46,169.57
OC Summary Criminal/Traffice Westminster	26,015.74	24,221.75	14,294.27	20,673.78	19,174.07	19,683.85
OC Summary Civil Westminster	5,373.50	2,808.50	3,083.50	4,293.50	1,944.50	3,300.75
Bank Board Fund	3,295.00	621,295.00	613,735.46	14,980.00	16,790.00	4,920.00
PAI Employee Health Plan	-	Moved to TD	Moved to TD	Moved to TD	Moved to TD	Moved to TD
Employee Flex	-	Moved to TD	Moved to TD	Moved to TD	Moved to TD	Moved to TD
Retiree Health Reimb	-	Moved to TD	Moved to TD	Moved to TD	Moved to TD	Moved to TD
Probate Judge Escrow Account	13,894.52	Moved to TD	Moved to TD	Moved to TD	Moved to TD	Moved to TD
OC Register of Deeds	-	-	-	6,534.96	Account Closed	Account Closed

TD Bank						
OC General Operating	10,154,893.19	2,516,297.33	1,948,334.94	2,181,516.02	10,735,918.40	17,742,344.90
OC Treasurer Refund Account	-	-	-	-	-	-
OC Treasurer Overpayment Account	1,675.92	144.97	44.10	340.63	1,625.46	1,039.07
OC Treasurer Payroll Account Account Closed	Account Closed	Account Closed	Account Closed	Account Closed	Account Closed	Account Closed
OC Treasurer OTC Credit Card	315,666.50	360,833.42	434,016.00	124,229.20	384,198.09	955,069.39
Oc Treasurer PAI Employee Health Plan	-	-	-	-	-	-
OC Employee Flex Spending	-	-	-	-	-	-
OC Retiree Health Reimbursement	-	-	-	-	-	-
OC Treasurer Payroll Account 2		24,129.81	48,215.40	53,471.23	61,050.51	873,922.36
OC Treasurer ACH Vendor Payment					-	-
OC Treasurer Refund Account						-
OC Delinquent Tax Sale	764,473.15	966,887.12	45,601.45	75,774.48	13,142.14	691,627.39
OC County Bond Account	1,239,163.62	936,347.38	1,481,002.19	1,771,042.66	2,124,448.04	2,473,923.24
OC School Bond Account	5,344,866.05	7,253,606.65	8,821,711.71	10,427,275.11	8,456,543.62	14,891,856.23
OC Clerk of Court Restitution	2,542.57	2,548.53	9,203.27	4,156.06	2,917.34	2,893.74
OC Clerk of Court Family/Child	37,524.86	32,783.84	46,295.30	42,381.56	Account Closed	Account Closed
OC Clerk of Court Bail Bond	57,373.01	78,678.59	31,982.85	36,675.11	42,402.21	34,219.30
OC Clerk of Court Bond Court	2,994.23	2,599.63	3,247.81	2,374.70	1,121.06	4,033.43
OC Probate Escrow Quarterly	13,899.36	13,945.76	58,615.76	14,487.44	14,587.39	14,612.89
OC LAT Account					62,175.47	84,321.39
Bank of America						
Epay	(217,806.17)	(241,862.63)	(389,997.97)	(274,600.03)	(605,916.07)	(492,731.59)
Pcard	(241,518.70)	(355,209.18)	(289,729.95)	(234,396.46)	(220,183.77)	(253,309.17)
Blue Ridge Bank						
Clerk of Court	2,514.52	189,757.86	331,638.26	135,413.09	260,934.45	212,941.68

Investments

SC Local Government Investment Pool-County	8,600,067.29	12,327,015.82	19,651,485.59	25,724,354.23	28,131,409.97	30,217,842.60
Multi-Bank Securities-County	6,566,209.14	7,778,071.74	6,016,971.13	6,768,122.98	6,417,689.38	7,354,094.57
1st Tennessee-County	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	Account Closed	Account Closed
1st Tennessee-County	247,319.49	249,747.25	Account Closed	Account Closed	Account Closed	Account Closed
SC Local Government Investment Pool-2016 B GO	319,332.26	2,376,566.07	604,663.33	521,359.51	509,468.35	485,528.62
SC Local Government Investment Pool-Rock Quarry	7,112.64	256,423.33	260,264.82	1,493.18	1,519.70	1,522.78
SC Local Government Investment Pool-2013 GO	148,154.29	127,394.62	117,431.33	97,210.19	98,932.61	99,132.26
SC Local Government Investment Pool-Del Tax	-	-	927,901.66	987,745.95	1,073,142.36	788,592.58
SC Local Government Investment Pool-Bank Board				590,789.73	497,757.42	344,460.01
Multi-Bank Securities Rock Quarry	497,564.88	240,557.52	233,511.84	243,059.84	256,112.08	252,873.20
Total Funds	36,525,266.47	38,239,707.40	43,442,381.16	51,823,726.34	58,998,247.59	77,400,516.11
County Funds	27,426,506.66	24,659,168.53	29,419,339.24	36,343,037.80	44,905,791.97	56,398,272.13
Total Funds Held For Others	9,098,759.81	13,580,538.87	14,023,041.92	15,480,688.54	14,092,455.62	21,002,243.98

County Funds include all Operating accounts (i.e. Health Plan, Payroll, Refund Account, etc.).

Non-County Funds include accounts with various restrictions on use (i.e. drug seizure, debt repayment, other funds held on behalf of others, etc.).



Public Comment

SIGN IN SHEET

6:00 PM

November 16, 2021

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 4 minutes per person. Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker.

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	DAVID DIAL	BUDGET
2	Erin Green	Convenience center in tamassee
3	Susie Cornelius	DIRSA
4	XXXXXXXXXX	XXXXXXXXXX
5	XXXXXXXXXX	XXXXXXXXXX
6	TONY ADAMS	COUNTY SPENDING
7	MIKE SMITH	Thank you
8	MICKEY HANEY	
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.